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FORTY-THIRD ANNUAL REPORT

OF THE

# RAILROAD AND WAREHOUSE COMMISSION

OF THE

STATE OF ILLINOIS

For the Year Ending June 30, 1913

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DECISIONS AND OPINIONS OF THE COMMISSION

December 1, 1912, to December 31, 1913, inclusive

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COMMISSIONERS:

ORVILLE F. BERRY, Chairman

JAMES A. WILLOUGHBY

RICHARD YATES

William Kilpatrick, Secretary

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Volume II



SPRINGFIELD, ILL.  
ILLINOIS STATE JOURNAL CO., STATE PRINTERS  
1914

# STATEMENT OF INTERLOCKING DEVICES

STATEMENT OF INTERLOCKING DEVICES AT CROSSINGS, JUNCTIONS AND DRAW BRIDGES IN THE STATE OF ILLINOIS FOR WHICH PERMITS HAVE BEEN ISSUED TO DECEMBER 31, 1913 INCLUSIVE

Record number	Location	Kind of protection	Railroad companies interested	Character of machine in use	Number of working levers	Capacity of machine	Date of first permit	Date of last permit	Remarks	Record number
103	Alhambra.....	Crossing.....	L. C. R. R. Co.	Mechanical.	16	16	16 May 16, 1895	July 5, 1910	.....	103
181	Altamont.....	Crossing.....	T. St. L. & W. R. R. Co. B. & O. S. W. R. R. Co.	Mechanical.	38	48	Jan. 5, 1900	Dec. 29, 1911	.....	181
96	Alton.....	Crossings and junctions.....	T. H. & I. R. R. Co. C. & A. Ry. Co. C. P. & St. L. Ry. Co. C. C. C. & St. L. Ry. Co. Ill. Term. R. R. Co. St. C. M. & St. L. L. B. R. R. Co. C. & E. I. R. R. Co.	Mechanical.	22	24	Apr. 26, 1894	Sept. 20, 1900	.....	96
80	Alvin.....	Crossing.....	I. C. R. R. Co.	Mechanical.	17	17	July 29, 1893	Sept. 19, 1907	.....	80
195	Arcola.....	Crossing.....	I. C. R. R. Co.	Mechanical.	24	28	June 5, 1900	Feb. 15, 1910	.....	195
290	Arthur.....	Crossing.....	Van. R. R. Co.	Mechanical.	46	48	Aug. 13, 1904	May 8, 1913	.....	290
271	Ashtabula.....	Junctions.....	Van. R. R. Co.	Mechanical.	22	28	Sept. 8, 1903	Sept. 30, 1913	.....	271
254	Asu and.....	Crossing.....	C. M. & St. P. Ry. Co. B. & O. S. W. R. R. Co. C. & A. Ry. Co.	Mechanical.	30	32	Sept. 13, 1902	Sept. 13, 1902	.....	254
155	Ashley.....	Crossing.....	I. C. R. R. Co.	Mechanical.	20	28	Sept. 6, 1898	May 20, 1913	.....	155
401	Athens.....	Crossing.....	L. & N. R. R. Co. C. P. & N. W. R. R. Co.	Mechanical.	13	16	May 6, 1913	May 6, 1913	.....	401
207	Athol.....	Crossing.....	C. P. & St. L. R. R. Co. C. & A. R. R. Co. I. T. System.....	Mechanical.	36	36	Oct. 10, 1900	May 26, 1913	.....	207
260	Atlanta.....	Crossing.....	I. C. R. R. Co.	Mechanical.	18	24	Nov. 18, 1902	Nov. 18, 1902	.....	260
13	Barrington.....	Crossing.....	C. & A. Ry. Co. T. H. & P. R. R. Co.	Mechanical.	16	16	Jan. 3, 1890	Dec. 4, 1906	.....	13
393	Beardstown.....	Drawbridge.....	C. & N. W. Ry. Co.	Mechanical.	15	16	June 4, 1912	June 4, 1912	.....	393
282	Beech Ridge.....	Crossing.....	E. J. & E. Ry. Co. C. B. & Q. R. R. Co. I. C. R. R. Co.	Mechanical.	13	16	Mar. 8, 1901	Aug. 10, 1911	.....	282
111	Bellewood.....	Crossing.....	M. & O. R. R. Co. C. G. W. R. R. Co. I. H. R. R. R. Co. A. E. & C. R. R. Co.	Mechanical.	56	68	Jan. 21, 1898	Nov. 27, 1912	.....	111

Record number	Location	Kind of protection	Railroad companies interested	Character of machine in use	Number of working levers	Capacity of machine	Date of first permit	Date of last permit	Remarks	Record number
314	Belleville.....	Crossing.....	So. Ry. Co.....	Mechanical.....	8.....	8.....	Nov. 13, 1905.....	Nov. 13, 1905.....	.....	314
353	Bernice.....	Junction.....	L. & N. R. R. Co.....	Mechanical.....	23.....	40.....	Sept. 28, 1909.....	Jan. 31, 1911.....	.....	353
402	Berwyn.....	Crossing.....	P. C. & St. L. Ry. Co.....	Mechanical.....	34.....	36.....	May 20, 1913.....	May 20, 1913.....	.....	402
341	Bismark Junction.....	Junction.....	S. C. & S. R. R. Co.....	Mechanical.....	31.....	40.....	Dec. 3, 1907.....	Dec. 3, 1907.....	.....	341
307	Bloomington.....	Crossing.....	Co. Traction Co.....	Mechanical.....	20.....	32.....	June 2, 1905.....	June 2, 1905.....	.....	307
			C. & E. I. R. R. Co.....							
			P. & E. Ry. Co.....							
			L. E. & W. R. R. Co.....							
21	Blue Island.....	Crossing and junctions.....	J. C. R. R. Co.....	Mechanical.....	74.....	80.....	Mar. 20, 1890.....	Dec. 14, 1905.....	.....	21
			G. T. W. Ry. Co.....							
358	Bluffs.....	Junction.....	C. Jet. Ry. Co.....	Mechanical.....	24.....	28.....	Feb. 15, 1910.....	Feb. 15, 1910.....	.....	358
166	Branch Junction.....	Junction.....	C. & N. W. Ry. Co.....	Mechanical.....	32.....	32.....	Apr. 5, 1899.....	Oct. 15, 1908.....	.....	166
			I. C. R. R. Co.....							
396	Brewer.....	Crossing.....	J. S. Ry. Co.....	Mechanical.....	50.....	64.....	Feb. 20, 1913.....	Feb. 20, 1913.....	.....	396
			C. & E. I. R. R. Co.....							
400	Brewer.....	Crossing.....	C. T. H. & S. E. R. R. Co.....	Mechanical.....	21.....	32.....	May 6, 1913.....	May 6, 1913.....	.....	400
			C. T. H. & S. E. R. R. Co.....							
211	Brighton.....	Crossing.....	C. C. & St. L. Ry. Co.....	Mechanical.....	17.....	24.....	Nov. 20, 1900.....	Nov. 20, 1900.....	.....	211
			C. C. & St. L. Ry. Co.....							
253	Bridge Junction.....	Junction.....	C. & A. Ry. Co.....	Electrical.....	30.....	32.....	July 26, 1902.....	Jan. 18, 1910.....	.....	253
			C. B. & Q. R. R. Co.....							
190	Bronson.....	Crossing.....	I. C. R. R. Co.....	Mechanical.....	18.....	20.....	May 15, 1900.....	July 5, 1905.....	.....	190
			M. & O. R. R. Co.....							
			C. & E. I. R. R. Co.....							
			D. U. & C. Ry. Co.....							
219	Buda.....	Crossing.....	C. C. & St. L. Ry. Co.....	Mechanical.....	14.....	16.....	May 20, 1902.....	May 20, 1902.....	.....	219
			C. C. & St. L. Ry. Co.....							
164	Bureau Creek (Main).....	Gauntlet at bridge.....	C. & N. W. Ry. Co.....	Mechanical.....	10.....	12.....	Feb. 1, 1899.....	Feb. 1, 1899.....	Out of service.....	164
			C. B. & Q. R. R. Co.....							
165	Bureau Creek (West).....	Gauntlet at bridge.....	C. B. & Q. R. R. Co.....	Mechanical.....	12.....	12.....	Feb. 1, 1899.....	Feb. 1, 1899.....	Out of service.....	165
			C. B. & Q. R. R. Co.....							
132	Burlington Bridge.....	Drawbridge.....	C. B. & Q. R. R. Co.....	Mechanical.....	6.....	6.....	Mar. 3, 1897.....	.....	.....	132
67	Burnham.....	Crossing.....	Penn. Co.....	Mechanical.....	53.....	53.....	Mar. 13, 1898.....	Feb. 20, 1913.....	.....	67
			K. & E. R. R. Co.....							
			C. & W. I. R. R. Co.....							
			N. Y. C. & St. L. R. R. Co.....							
			C. M. & St. P. Ry. Co.....							
213	Byron.....	Crossing.....	C. G. W. R. R. Co.....	Mechanical.....	29.....	32.....	Dec. 4, 1900.....	Dec. 2, 1913.....	.....	213



Record number	Location	Kind of protection	Railroad companies interested	Character of machine in use	Number of working levers	Capacity of machine	Date of first permit	Date of last permit	Remarks	Record number
7	Chicago—Continued.									
	Beverly Hills.....	Crossing.....	C. R. L. & P. Ry. Co.....	Mechanical.	12	12 Apr.	5, 1889	Mar. 14, 1894	.....	7
95	Beverly Jct. (tower B).....	Crossing and junction.....	P. C. C. & St. L. Ry. Co.....	Mechanical.	30	30 Mar.	14, 1894	Sept. 26, 1899	.....	95
			C. R. L. & P. Ry. Co.....							
11	Blue Island Jct.....	Crossing and junction.....	P. C. C. & St. L. Ry. Co.....	Mechanical.	72	73 Dec.	5, 1899	Sept. 2, 1913	.....	11
			I. C. R. R. Co.....							
28	Bridgeport.....	Crossing and drawbridge.....	C. & W. I. R. R. Co.....	Electrical...	61	88 Apr.	23, 1890	June 30, 1908	.....	28
			A. T. & S. F. Ry. Co.....							
			C. & A. R. R. Co.....							
129	Burnside, 95th Street.....	Crossing.....	I. C. R. R. Co.....	Mechanical.	115	144 Dec.	15, 1896	Jan. 3, 1905	.....	129
			C. & W. I. R. R. Co.....							
50	Calumet River.....	Drawbridge.....	C. R. L. & P. Ry. Co.....	Mechanical.	10	24 June	30, 1892	June 24, 1912	.....	50
142	Calumet River.....	Drawbridge.....	C. & W. I. R. R. Co.....	Electrical...	11	24 Dec.	10, 1897	June 17, 1912	.....	142
357	Calumet River.....	Drawbridge.....	K. & E. R. R. Co.....	Electrical...	11	20 Jan.	25, 1910	Oct. 31, 1911	.....	357
272	Calumet River Jct.....	Junction.....	Penn. Co.....	Mechanical.	16	20 Oct.	28, 1903	Oct. 28, 1903	.....	272
110	Canal Street.....	Crossovers and junctions.....	M. W. S. E. Ry. Co.....	Mechanical.	58	64 Oct.	9, 1895	Oct. 9, 1895	.....	110
382	Carpenter Street.....	Crossing and junctions.....	C. & N. W. Ry. Co.....	Electrical...	64	76 Jan.	14, 1911	Jan. 9, 1913	.....	382
381	Clinton Street.....	Junction.....	C. & N. W. Ry. Co.....	Electrical...	155	168	.....	May 31, 1911	.....	381
15	Clybourn Jct.....	Crossing and junction.....	C. M. & St. P. Ry. Co.....	Mechanical.	49	60 Jan.	3, 1890	Mar. 18, 1913	.....	15
			C. & N. W. Ry. Co.....							
53	Corwith.....	Crossing and junction.....	A. T. & S. F. Ry. Co.....	Mechanical.	37	40 Sept.	13, 1892	July 16, 1901	.....	53
			C. & A. Ry. Co.....							
69	Cragin.....	Crossing.....	C. & N. W. Ry. Co.....	Mechanical.	49	56 Apr.	4, 1893	Apr. 16, 1912	.....	69
202	Cummings.....	Drawbridge and gauntlet.....	C. M. & St. P. Ry. Co.....	Mechanical.	12	16 Aug.	21, 1900	Sept. 14, 1907	.....	202
74	Deering.....	Drawbridge and junctions.....	N. Y. C. & St. L. R. R. Co.....	Electrical...	38	40 May	27, 1893	Dec. 29, 1911	.....	74
376	Division Street.....	Crossing and junction.....	C. & N. W. Ry. Co.....	Electrical...	86	120 May	17, 1911	Jan. 9, 1913	.....	376
247	Elsdon.....	Crossings and junction.....	C. & N. W. Ry. Co.....	Mechanical.	23	28 Apr.	29, 1902	Nov. 7, 1911	.....	247
			A. T. & S. F. Ry. Co.....							
191	Englewood, 6'd Street.....	Crossing.....	M. C. R. R. Co.....	Mechanical.	90	100 May	15, 1900	Feb. 20, 1913	.....	191
			Penn. Co.....							
113	Ford and Wallace Streets.....	Crossing.....	C. R. L. & P. Ry. Co.....	Electrical...	50	104 Oct.	29, 1895	July 13, 1908	.....	113
			C. & W. I. R. R. Co.....							
77	G'd Crossing (tower A).....	Crossing and junction.....	P. C. C. & St. L. Ry. Co.....	Mechanical.	33	36 July	22, 1893	July 22, 1893	Out of service.	77
			L. S. & M. S. Ry. Co.....							
78	G'd Crossing (tower B).....	Junctions.....	Penn. Co.....	Mechanical.	7	12 July	22, 1893	July 22, 1893	Out of service.	78
			L. S. & M. S. Ry. Co.....							

316	Green Street.....	Junctions.....	C. & N. W. Ry. Co.	Electrical.....	25	28 Dec.	4, 1905 Dec.	4, 1905	316
35	Gresham.....	Crossing and junction	C. R. I. & P. Ry. Co.	Electrical.....	122	136 Jan.	7, 1891 Mar.	18, 1913	35
89	Hammond Junction.....	Junction.....	C. & W. I. R. R. Co.	Mechanical.....	52	52 Sept.	25, 1893 Jan.	31, 1911	89
43	Hawthorn.....	Crossing.....	L. C. R. R. Co.	Electrical.....	55	61 Feb.	2, 1892 Jan.	4, 1912	13
196	Kedzie Avenue.....	Junction.....	Belt Ry. Co. of Chicago	Electrical.....	20	23 June	9, 1900 June	9, 1900	196
304	Kedzie Avenue.....	Junction.....	C. B. & Q. R. Ry. Co.	Electrical.....	90	104 Apr.	5, 1905 May	15, 1906	304
377	Lake Street.....	Junctions.....	C. & N. W. Ry. Co.	Electrical.....	171	212 May	17, 1911	.....	377
62	LeMay Avenue.....	Crossing.....	A. T. & S. F. Ry. Co.	Mechanical.....	29	40 Nov.	30, 1892 Jan.	18, 1910	62
140	Market Street.....	Junction.....	Belt Ry. Co. of Chicago	.....	.....	.....	.....	.....	.....
111	Marshall Avenue.....	Junctions.....	C. & A. R. R. Co.	Mechanical.....	17	24 Nov.	2, 1897 Nov.	2, 1897	140
20	Mayfair.....	Crossings.....	M. W. S. E. Ry. Co.	Mechanical.....	54	60 Oct.	9, 1895 Oct.	9, 1895	111
375	Noble Street.....	Junction.....	C. & N. W. Ry. Co.	Electrical.....	68	88 Feb.	12, 1890 Dec.	8, 1910	20
171	Ohio Street Junction.....	Junction.....	C. M. & St. P. Ry. Co.	Electrical.....	62	80 May	17, 1911	.....	375
36	Pacific Junction.....	Crossing and junction	C. & N. W. Ry. Co.	Electrical.....	27	47 Oct.	30, 1893 May	8, 1906	171
280	Robey Street.....	Junction.....	C. M. & St. P. Ry. Co.	Mechanical.....	113	116 May	27, 1891 Mar.	18, 1913	36
112	Rockwell Street Junction.....	Junction.....	C. & N. W. Ry. Co.	Electrical.....	21	28 Mar.	8, 1904 Jan.	2, 1912	280
109	Rose Hill.....	Crossing and junction	M. W. S. E. Ry. Co.	Mechanical.....	28	32 Oct.	9, 1895 Oct.	9, 1895	112
175	Saugamon Street.....	Junction.....	C. & N. W. Ry. Co.	Mechanical.....	26	28 Sept.	26, 1895 Dec.	23, 1897	109
188	State Street.....	Junction.....	C. & N. W. Ry. Co.	Mechanical.....	24	24 Nov.	28, 1899 Oct.	19, 1908	175
268	S. Branch Chicago River.....	Junction and connections	C. & N. W. Ry. Co.	Electrical.....	31	35 Apr.	9, 1900 Feb.	6, 1912	188
61	S. Branch Chicago River.....	Drawbridge, etc	C. & W. I. R. R. Co.	Mechanical.....	60	60 June	16, 1903 Dec.	14, 1904	268
111	S. Branch Chicago River.....	Drawbridge.....	C. T. T. R. R. Co.	Electrical.....	18	20 Nov.	29, 1892 Nov.	29, 1892	61
119	S. Chicago (lower E.).....	Junction.....	M. W. S. E. Ry. Co.	Mechanical.....	12	44 Nov.	2, 1897 Nov.	2, 1897	111
120	S. Chicago (lower W.).....	Junction.....	L. S. & M. S. Ry. Co.	Mechanical.....	6	8 Jan.	30, 1896 Jan.	30, 1896	119
126	South Chicago.....	Drawbridge, Calumet R.	Penn. Co.	Mechanical.....	6	8 Jan.	30, 1896 Jan.	30, 1896	120
394	South Chicago.....	Drawbridge, Calumet R.	Penn. Co.	Mechanical.....	8	8 July	18, 1896 July	16, 1912	126
104	South Chicago.....	Drawbridge, Calumet R.	Penn. Co.	Mechanical.....	10	10 July	16, 1912 July	16, 1912	394
159	S. Chicago (401st Street).....	Crossings and junction.....	B. & O. R. R. Co.	Mechanical.....	8	8 June	21, 1895 June	21, 1895	104
172	S. Chicago (lower E.).....	Junction.....	C. L. S. & E. Ry. Co.	Mechanical.....	87	104 Oct.	25, 1898 Aug.	3, 1909	159
173	S. Chicago (lower W.).....	Junction.....	L. S. & M. S. Ry. Co.	Mechanical.....	8	8 Oct.	30, 1899 Oct.	30, 1899	172
173	S. Chicago (lower W.).....	Junction.....	B. & O. R. R. Co.	Mechanical.....	9	12 Oct.	30, 1899 Oct.	30, 1899	173

## STATEMENT—Continued

Record number	Location	Kind of protection	Railroad companies interested	Character of machine in use	Number of working levers	Capacity of machine	Date of first permit	Date of last permit	Remarks	Record number
<i>Chicago—Concluded.</i>										
225	South Chicago.....	Drawbridge, Calumet R. Crossing.....	B. & O. R. R. Co. C. & N. W. Ry. Co.	Mechanical. Mechanical.	18 24	20 May 36 Jan.	21, 1901 3, 1890	May Aug.	21, 1901 5, 1907	225 11
257	Taylor Street.....	Drawbridge and junction.	C. T. R. R. Co.	Pneumatic.	68	80 Oct.	7, 1902	Oct.	7, 1902	257
31	Washington Heights.....	Crossing.....	C. R. I. & P. Ry. Co.	Mechanical.	21	28 Sept.	20, 1890	Nov.	18, 1913	31
87	Weldon.....	Junction, etc.....	P. C. C. & St. L. Ry. Co.	Mechanical.	85	92 Sept.	12, 1893	Feb.	25, 1902	87
340	Western Avenue.....	Crossings and junctions.....	I. C. R. R. Co. C. M. & St. P. Ry. Co. C. & N. W. Ry. Co.	Mechanical. Elec.-pneu.	80	119 Dec.	3, 1907	May	2, 1911	340
47	W. Pullman (121st Street).....	Crossing.....	P. C. C. & St. L. Ry. Co. I. C. R. R. Co.	Mechanical.	18	18 Jan.	2, 1892	Oct.	19, 1911	47
413	Wood Street.....	Junction.....	P. C. C. & St. L. Ry. Co.	Mechanical.	39	40 Dec.	20, 1913	Dec.	20, 1913	413
246	12th and Rockwell Streets.....	Crossings.....	C. & N. W. Ry. Co. C. T. R. R. Co. C. & N. W. Ry. Co.	Mechanical. Pneumatic.	53	64 Apr.	8, 1902	Apr.	8, 1902	246
204	15th and Dearborn Streets.....	Junction.....	P. C. C. & St. L. Ry. Co. C. & W. I. R. R. Co.	Pneumatic.	39	40 Sept.	18, 1900	Feb.	20, 1913	204
205	16th and Grove Streets (lower B).....	Junctions.....	A. T. & S. F. Ry. Co.							
228	16th and Clark Streets.....	Crossing.....	C. & W. I. R. R. Co. C. R. I. & P. Ry. Co. L. S. & M. S. Ry. Co.	Elec.-pneu. Electrical...	46 141	48 Sept. 152 July	18, 1900 3, 1901	Sept. Sept.	2, 1913 2, 1913	205 228
66	26th Street (West Side).....	Drawbridge and junction.	I. C. R. R. Co. St. C. Air Line. Chicago Jet. Ry. Co.	Mechanical.	18	24 Jan.	17, 1893	Jan.	17, 1893	66
266	33d Street and Central Park Av	Crossing.....	C. T. R. R. Co. I. C. R. R. Co.	Mechanical.	16	16 May	27, 1903	July	23, 1913	266
46	40th Street (South Side).....	Crossing.....	Ill. No. R. Co. C. R. I. & P. Ry. Co.	Mechanical.	41	50 May	25, 1892	May	25, 1892	46
373	40th and Stewart Avenues.....	Crossing and junctions.....	L. S. & M. S. Ry. Co. L. S. Y. & T. Co. Chicago Jet. Ry. Co. C. & W. I. R. R. Co.	Elec.-pneu.	62	107 Apr.	18, 1911			373
70	43d Street (South Side).....	Junction, etc.....	P. Ft. W. & C. Ry. Co. Wabash R. R. Co. Chicago Jet. Ry. Co. I. C. R. R. Co.		75	70 Apr.	5, 1893	Feb.	2, 1909	70



118	46th Avenue (West Side)	(Crossing and junction)	Belt Ry. of Chicago. C. T. & R. R. Co.	Mechanical.	66	72 Jan. 30, 1896	Feb. 2, 1909	118
130	46th Avenue (West Side)	(Crossing)	Belt Ry. Co. of Chicago. L. H. B. R. R. Co.	Mechanical.	50	56 Feb. 2, 1897	Mar. 28, 1911	130
23	Forty-seventh Street Junction	Crossing and junction	C. & W. I. R. R. Co.	E. ec. p. neu.	83	119 Mar. 20, 1890	Feb. 2, 1909	23
83	Forty-sixth Street (South Side)	Crossing and junction	C. T. R. R. Co. P. C. C. & St. L. Ry. Co.	Mechanical.	63	80 Aug. 22, 1892	Nov. 7, 1906	83
269	52d Avenue (West Side)	Crossing	C. Jet. Ry. Co. A. E. & C. Ry. Co. M. W. S. E. Ry. Co.	Mechanical.	28	52 June 24, 1903	Mar. 14, 1911	269
38	61st Street (Englewood)	Junction, etc.	Sub. R. R. Co. C. R. I. & P. Ry. Co.	Mechanical.	32	32 Sept. 7, 1891	Aug. 31, 1909	38
88	67th Street (South Side)	Junction, etc.	L. S. M. S. Ry. Co.	Mechanical.	96	96 Sept. 12, 1893	Dec. 6, 1895	88
91	75th Street (Forest Hill)	Crossing and junction	Belt Ry. Co. of Chicago. Wabash R. R. Co.	Mechanical.	100	132 Mar. 14, 1894	July 13, 1908	91
72	71st Street and Selp Av.	Crossing and junction	P. C. C. & St. L. Ry. Co. C. T. R. R. R. Co. B. & O. R. R. Co.	Mechanical.	21	24 Apr. 28, 1893	Apr. 28, 1893	Out of ser- vice.
42	75th Street (South Side)	Junction.	I. C. R. R. Co. W. C. Exposition Co. C. & W. I. R. R. Co.	Mechanical.	45	48 Dec. 1, 1891	Apr. 8, 1912	42
54	95th Street (South Side)	Junctions, etc.	Belt Ry. Co. of Chicago. Wabash R. R. Co.	Mechanical.	22	28 Sept. 18, 1892	Sept. 18, 1892	Out of ser- vice.
227	112th Street (South Side)	Junctions, etc.	C. & E. I. R. R. Co.	Mechanical.	18	20 July 2, 1901	July 2, 1901	54
5	Chicago Heights	Crossing	M. C. R. R. Co.	Electrical.	17	19 Apr. 5, 1889	Apr. 10, 1901	227 5
6	Chicago Heights	Crossing	C. & E. I. R. R. Co.	Electrical.	21	26 Apr. 5, 1889	Apr. 6, 1910	6
22	Chicago Ridge	Crossing	E. J. & E. Ry. Co. Wabash R. R. Co.	Mechanical.	22	24 Mar. 20, 1890	May 3, 1904	22
244	C. & I. Junction	Crossing	C. & N. W. Ry. Co.	Mechanical.	14	16 Mar. 19, 1902	Mar. 19, 1902	244
277	Chillicothe	Drawbridge and junction	C. B. & Q. R. R. Co.	Electric.	14	20 Dec. 17, 1903	Jan. 10, 1912	277
330	Chrisman	Crossing	A. T. & S. F. Ry. Co. C. C. C. & St. L. Ry. Co.	Mechanical.	27	32 Apr. 25, 1907	Mar. 28, 1911	330
328	Christopher	Crossing	C. H. & D. Ry. Co. C. B. & Q. R. R. Co.	Mechanical.	24	28 Jan. 3, 1907	Sept. 13, 1913	328
351	Clinton (La.)	Drawbridge	C. R. R. Co.	Electrical.	16	20 Nov. 23, 1909	Nov. 23, 1909	351
18	Coal City	Crossing	C. A. N. W. Ry. Co.	Electrical.	37	40 Jan. 17, 1890	Mar. 12, 1908	18
286	Collinsville	Junction.	E. J. & E. Ry. Co.	Mechanical.	19	24 June 30, 1904	June 30, 1904	286
25	Colona	Crossing	T. H. & I. R. R. Co. C. B. & Q. R. R. Co.	Mechanical.	19	20 Mar. 27, 1890	May 31, 1905	25
			C. R. I. & P. Ry. Co.					

## STATEMENT—Continued

Record number	Location	Kind of protection	Railroad companies interested	Character of machine in use	Number of working levers	Capacity of machine	Date of first permit	Date of last permit	Remarks	Record number
180	Colvin Park	Crossing	C. & N. W. Ry. Co.	Mechanical.	15	16 Jan.	2, 1900	Aug. 3, 1909		180
301	Contherville	Crossing	I. C. R. R. Co.	Mechanical.	25	28 Jan.	9, 1905	July 23, 1913		301
352	County Line	Crossing	Ill. So. Ry. Co.	Mechanical.	8	8 Apr.	7, 1909	Aug. 3, 1909		352
93	Curran	Crossing	C. W. & V. Coal Co.	Mechanical.	10	12 Feb.	6, 1891	Feb. 6, 1891		93
336	Curran	Crossing	St. L. & S. Ry. Co.	Mechanical.	13	16 Sept.	19, 1907	Sept. 19, 1907		336
333	Danville	Junction	Wabash R. R. Co.	Mechanical.	18	24 Aug.	5, 1907	Jan. 10, 1912		333
334	Danville	Junction and crossing	C. & A. R. R. Co.	Electrical	33	48 Aug.	5, 1907	May 1, 1909		334
198	Davis	Junction	C. P. & St. L. Co. of Ill.	Mechanical.	29	32 July	17, 1900	July 17, 1900		198
404	Decatur	Junction	C. C. & St. L. Ry. Co.	Electrical	22	24 July	23, 1913	July 23, 1913		404
255	DeKalb	Crossing and junction	C. I. & R. R. Co.	Elec.-Mech.	44	48 Aug.	31, 1901	Mar. 28, 1911		255
303	DeKalb	Crossing	D. U. & C. Ry. Co.	Mechanical.	18	20 Mar.	23, 1905	Mar. 23, 1905		303
322	Delmar	Crossing	Wabash R. R. Co.	Mechanical.	12	40 May	15, 1906	May 15, 1906		322
76	Des Plaines	Crossing	I. & M. Ry. Co.	Electrical	46	61 June	22, 1893	Apr. 16, 1912		76
135	Dolton	Crossings	C. & N. W. Ry. Co.	Mechanical.	166	172 July	6, 1897	Jan. 24, 1908		135
27	Dwight	Crossing	M. St. P. & S. M. Ry. Co.	Mechanical.	32	32 Apr.	17, 1890	July 2, 1902		27
139	Earlville	Crossing	C. & W. I. R. R. Co.	Mechanical.	28	36 Oct.	13, 1897	Sept. 17, 1908		139
264	East Aton	Junctions and connections	C. T. T. R. R. Co.	Electrical	27	40 Mar.	3, 1903	Jan. 3, 1907		264
148	East Clinton	Crossing and junction	Ind. Har. R. R. Co.	Electrical	55	61 Apr.	6, 1898	Jan. 18, 1911		148
168	East Dubuque	Crossing and drawbridge	P. C. C. & St. L. Ry. Co.	Mechanical.	32	36 June	13, 1899	Jan. 4, 1912		168
60	East Kingston	Crossing	C. C. & L. R. R. Co.	Mechanical.	11	12 Oct.	18, 1892	Oct. 18, 1892		60

308 Ebner.....	Crossing and junction.....	C. M. & St. P. Ry. Co.....	Mechanical.....	351	48 June 28, 1905	June 28, 1905	308
128 Edgewood.....	Crossing.....	C. B. & Q. R. Ry. Co.....	Electrical.....	19	21 Dec. 15, 1896	Jan. 18, 1910	128
186 Effingham.....	Crossing.....	I. C. R. Ry. Co.....	Mechanical.....	70	80 Apr. 4, 1909	Sept. 6, 1911	186
351 Eldorado.....	Crossing.....	C. C. & St. L. Ry. Co.....	Mechanical.....	16	28 Mar. 8, 1909	Mar. 8, 1909	351
311 Elmhorst.....	Junction.....	L. & N. R. Ry. Co.....	Mechanical.....	20	28 Sept. 12, 1905	Sept. 12, 1905	311
315 Enfield.....	Crossing.....	C. & N. Ry. Co.....	Mechanical.....	12	16 Apr. 7, 1908	Apr. 7, 1908	315
231 Essex.....	Crossing.....	C. & N. R. Ry. Co.....	Mechanical.....	20	20 July 16, 1901	Apr. 10, 1913	231
370 Canal Junction, Evanston.....	Junction.....	C. C. & St. L. Ry. Co.....	Electrical.....	110	140 Mar. 28, 1911	Nov. 12, 1913	370
361 Evanston (Main Street).....	Junctions.....	C. & N. W. Ry. Co.....	Electrical.....	33	40 Mar. 30, 1910	Mar. 30, 1910	361
84 Fairmount Junction.....	Junction and crossing.....	C. & E. I. R. Ry. Co.....	Mechanical.....	16	16 Aug. 5, 1903	Nov. 18, 1913	84
318 Farmdale.....	Crossing and junction.....	Wabash R. Ry. Co.....	Mechanical.....	27	40 June 30, 1908	June 30, 1908	318
313 Farmer City.....	Crossing.....	T. P. & W. Ry. Co.....	Mechanical.....	13	16 Oct. 6, 1905	Oct. 6, 1905	313
170 Farrington.....	Junction.....	L. E. & W. R. Ry. Co.....	Mechanical.....	14	16 Sept. 5, 1899	Feb. 2, 1901	170
387 Fayville.....	Crossing.....	Van. R. Ry. Co.....	Mechanical.....	24	36 Sept. 6, 1911		387
298 Findlay Junction.....	Junction.....	C. C. & St. L. Ry. Co.....	Mechanical.....	26	36 Dec. 1, 1901	Jan. 8, 1913	298
361 Flinton.....	Crossing.....	C. & E. I. R. Ry. Co.....	Mechanical.....	29	32 Mar. 16, 1911		361
262 Fordyce.....	Crossing.....	St. L. & M. & S. Ry. Co.....	Mechanical.....	25	32 Feb. 9, 1903	July 5, 1910	262
275 Forest Home.....	Crossings and junctions.....	I. C. R. Ry. Co.....	Pneumatic.....	38	40 Nov. 3, 1903	Mar. 8, 1901	275
295 F. L. Madison.....	Drawbridge.....	A. E. & C. Ry. Co.....	Electrical.....	40	12 Oct. 4, 1901	Sept. 12, 1906	295
229 Fox Lake.....	Drawbridge.....	C. T. R. Ry. Co.....	Mechanical.....	8	8 July 9, 1901	July 9, 1901	229
64 Fox River Crossing.....	Crossing.....	C. G. W. Ry. Co.....	Mechanical.....	32	14 Nov. 30, 1892	Mar. 15, 1910	64
117 Franklin Park.....	Crossing and junction.....	I. C. R. Ry. Co.....	Mechanical.....	49	60 Jan. 29, 1896	Dec. 29, 1911	117
63 Fulton Junction.....	Crossing.....	A. T. & S. F. Ry. Co.....	Mechanical.....	14	14 Nov. 30, 1892	Feb. 28, 1912	63
137 Fulton No. 1.....	Crossing.....	C. M. & St. P. Ry. Co.....	Mechanical.....	27	32 Sept. 22, 1897	Apr. 2, 1913	137
143 Fulton No. 2.....	Crossing.....	M. St. P. & S. M. Ry. Co.....	Mechanical.....	3	3 Jan. 21, 1898	Jan. 21, 1898	143
187 Galena.....	Crossing and drawbridge.....	C. & N. W. Ry. Co.....	Mechanical.....	15	16 Apr. 4, 1900	July 2, 1913	187
226 Galena Junction.....	Junction and drawbridge.....	I. C. R. Ry. Co.....	Electrical.....	34	10 Sept. 16, 1902	June 4, 1912	20

## STATEMENT—Continued

Record number	Location	Kind of protection	Railroad companies interested	Character of machine in use	Number of working levers	Capacity of machine	Date of first permit	Date of last permit	Remarks	Record number
30	Galva.....	Crossing.....	C. B. & Q. R. R. Co.....	Mechanical.	43	48	May 21, 1890	Feb. 20, 1907	.....	30
29	Gardner.....	Crossing.....	C. R. I. & P. Ry. Co.....	Mechanical.	16	20	May 21, 1890	Jan. 12, 1905	.....	29
193	Gibson.....	Crossing.....	C. C. & St. L. Ry. Co.....	Mechanical.	41	48	May 25, 1900	Nov. 1, 1910	.....	193
243	Gillespie.....	Crossing.....	O. C. R. R. Co.....	Electrical...	13	20	Mar. 31, 1904	Mar. 31, 1904	.....	283
273	Gilman.....	Junction and crossing.....	Wabash R. R. Co.....	Electrical...	56	56	Oct. 28, 1903	Nov. 2, 1912	.....	273
201	Girard.....	Crossing.....	C. C. & St. L. Ry. Co.....	Mechanical.	31	36	Aug. 4, 1900	July 16, 1912	.....	201
37	Glen Carbon.....	Crossing and junction.....	T. P. & W. Ry. Co.....	Mechanical.	16	16	June 10, 1891	Nov. 1, 1910	.....	37
300	Glover.....	Crossing.....	C. & A. R. R. Co.....	Mechanical.	31	44	Jan. 3, 1905	Aug. 2, 1905	.....	300
232	Godfrey.....	Junction.....	T. St. L. & W. R. R. Co.....	Mechanical.	27	28	July 16, 1901	Dec. 3, 1913	.....	232
410	Graham.....	Junction.....	C. & E. I. R. R. Co.....	Mechanical.	31	32	Nov. 12, 1913	Nov. 12, 1913	.....	410
100	Granite City.....	Crossing and junction.....	C. C. & St. L. Ry. Co.....	Elec.-Pneu.	57	71	Nov. 14, 1894	Apr. 8, 1913	.....	100
976	Grays Lake.....	Crossing.....	St. L. M. & T. Ry. Co.....	Mechanical.	14	16	Nov. 28, 1899	June 28, 1905	.....	175
123	Greenup.....	Crossing.....	Wabash R. R. Co.....	Mechanical.	23	28	Mar. 31, 1896	Nov. 5, 1907	.....	123
392	Green Ridge.....	Junction.....	C. & A. R. R. Co.....	Mechanical.	11	16	Jan. 12, 1905	Jan. 12, 1905	.....	302
342	Grayville.....	Crossing.....	Macoupin Co. Ry. Co.....	Mechanical.	21	28	June 25, 1907	June 25, 1907	.....	332
163	Green Valley.....	Crossing.....	C. C. & St. L. Ry. Co.....	Mechanical.	11	16	Jan. 4, 1888	June 20, 1899	.....	163
150	Grove.....	Junction.....	L. C. R. R. Co.....	Mechanical.	27	28	May 5, 1895	Dec. 20, 1913	.....	150
369	Halsey.....	Junction.....	C. & A. R. R. Co.....	Mechanical.	17	20	Mar. 16, 1911	Feb. 4, 1913	.....	369
152	Harvard (No.).....	Junction.....	St. L. U. & S. Ry. Co.....	Mechanical.	21	24	Aug. 23, 1898	Apr. 2, 1913	.....	152
157	Harvard Junction (South).....	Junction.....	C. & N. W. R. R. Co.....	Mechanical.	17	20	Sept. 13, 1898	Sept. 13, 1898	.....	157

91 Harvey	Crossing	I. C. R. R. Co. B. & O. C. T. R. R. Co. G. T. W. Ry. Co. C. & A. Ry. Co.	73	80 Sept. 20, 1893 Feb. 6, 1912	91
169 Hawley	Crossing			Aug. 7, 1899 Aug. 7, 1899 Out of service	169
220 Hebron	Crossing	I. C. R. R. Co. C. & N. W. Ry. Co. C. M. & St. P. Ry. Co.	14	16 Aug. 11, 1901 Aug. 9, 1901	220
139 Hegewich	Junction	S. C. & S. R. R. Co. Cal. River Ry. Co.	24	18 Mar. 13, 1912 Mar. 13, 1912	391
350 Herrin	Crossing	C. B. Elec. Ry. Co. I. C. R. R. Co.	13	16 Dec. 29, 1908 Dec. 29, 1908	350
388 Hillsboro	Junction	C. C. & St. L. Ry. Co.	52	56 Sept. 21, 1911	388
383 Hobbs	Junction	C. C. & St. L. Ry. Co.	28	32 June 21, 1911	388
210 Holcomb	Crossing	C. Gt. W. Ry. Co. C. B. & Q. Ry. Co.	16	16 Nov. 20, 1900 Nov. 20, 1900	210
197 Hollis	Crossing and junction	P. R. Ry. T. Co. P. & P. U. Ry. Co. T. P. & W. Ry. Co. C. & N. W. Ry. Co. C. & E. I. R. R. Co. L. E. & W. R. R. Co.	32	32 Jan. 3, 1900 Dec. 29, 1913	197
57 Hoopes-ton	Crossing	St. L. I. M. & S. Ry. Co. C. I. & S. R. R. Co.	22	21 Sept. 27, 1892 Aug. 6, 1912	57
348 Howard-ton	Junction	C. & E. I. R. R. Co.	19	20 Mar. 16, 1911 Feb. 4, 1913	369
362 Howe	Drawbridge	C. & E. I. R. R. Co.	8	8 July 12, 1910 July 12, 1910	362
372 Hudgens	Junction	C. B. & Q. R. R. Co. C. T. H. & S. E. Ry. Co. C. & A. R. R. Co.	11	21 Apr. 11, 1911	372
384 Hunrick	Crossing	Wabash R. R. Co. St. L. S. & P. R. R. Wabash R. R. Co.	20	40 July 5, 1911	381
58 Hes	Crossing and junction	C. & A. R. R. Co. C. B. & Q. R. R. Co. C. & A. R. R. Co.	38	40 Oct. 18, 1892 Mar. 8, 1911	58
398 Hes	Crossing	C. P. & St. L. Ry. Co. Wabash R. R. Co. C. R. I. & P. Ry. Co. E. J. & E. Ry. Co.	18	24 Feb. 26, 1913 Feb. 26, 1913	398
33 Jacksonville	Crossing	M. C. R. R. Co. C. & A. R. R. Co.	31	40 Nov. 12, 1890 Feb. 20, 1913	3
75 Jacksonville Junction	Crossing	C. & A. R. R. Co. C. P. & St. L. Ry. Co. Wabash R. R. Co.	38	40 June 9, 1893 Apr. 26, 1910	75
2 Joliet	Crossing and junction	C. R. I. & P. Ry. Co. E. J. & E. Ry. Co. M. C. R. R. Co.	76	80 Feb. 27, 1889 Nov. 27, 1912	2
156 Joliet	Junction	A. T. & S. F. Ry. Co. C. L. S. & E. Ry. Co. C. & A. R. R. Co.	11	16 Sept. 6, 1898 Nov. 2, 1905	156
230 South Joliet	Junction	C. R. I. & P. Ry. Co. M. C. R. R. Co.	19	28 July 16, 1901 Nov. 4, 1913	230
463 Joliet Junction	Junction	C. C. & St. L. Ry. Co. C. C. & S. R. R. Co.	90	101 Aug. 5, 1913 Aug. 5, 1913	463
270 Kankakee Junction	Crossing and junction	C. C. & S. R. R. Co. C. C. & St. L. Ry. Co.	46	48 Sept. 1, 1903 Jan. 9, 1913	270
92 Kankakee (Bridge)	Gauntlet	I. C. R. R. Co.	21	21 Nov. 18, 1893 Apr. 2, 1913	92

Record number	Location	Kind of protection	Railroad companies interested	Character of machine in use	Number of working levers	Capacity of machine	Date of first permit	Date of last permit	Remarks	Record number
52	Kansas.....	Crossing.....	C. C. C. & St. L. Ry. Co.....	Mechanical.....	18	20	Sept. 13, 1892	June 30, 1908	.....	52
274	Keithsburg.....	Drawbridge.....	C. H. & D. Ry. Co.....	Mechanical.....	8	8	Oct. 28, 1903	Oct. 28, 1903	.....	274
293	Kenny.....	Crossing.....	Iowa Central Ry. Co.....	Mechanical.....	9	16	Sept. 6, 1904	Sept. 6, 1904	.....	293
106	Kimbudy.....	Crossing.....	T. H. & I. R. Co.....	Mechanical.....	20	20	July 8, 1895	May 6, 1913	.....	106
136	Kittredge.....	Junctions.....	C. & E. L. R. Co.....	Mechanical.....	20	24	Aug. 4, 1897	Sept. 30, 1913	.....	136
337	Knights.....	Junction.....	C. M. & St. P. Ry. Co.....	Mechanical.....	14	16	Oct. 16, 1907	Oct. 16, 1907	.....	337
281	Lake Bluff.....	Junction.....	Wabash R. R. Co.....	Electrical.....	25	32	Oct. 8, 1904	Mar. 8, 1904	.....	281
327	Lake Erie Junction.....	Crossing and connection.....	C. & N. W. Ry. Co.....	Mechanical.....	39	40	Jan. 3, 1907	Mar. 21, 1907	.....	327
160	Laurette.....	Crossing.....	L. E. & W. R. R. Co.....	Mechanical.....	15	16	Nov. 16, 1898	June 3, 1909	.....	160
237	Lawrenceville.....	Crossing.....	I. C. R. R. Co.....	Electrical.....	16	20	Dec. 19, 1901	June 25, 1907	.....	237
356	LeChair.....	Crossing.....	B. & O. R. R. Co.....	Mechanical.....	56	64	Jan. 4, 1912	.....	.....	356
17	Leithton.....	Crossing.....	C. C. C. & St. L. Ry. Co.....	Mechanical.....	16	16	Jan. 4, 1890	Feb. 11, 1911	.....	17
297	Lenox.....	Junctions.....	L. & M. R. R. Co.....	Electrical.....	31	48	Nov. 22, 1904	Nov. 22, 1904	.....	297
248	Lincoln.....	Crossing.....	H. Ter. R. R. Co.....	Mechanical.....	31	32	Apr. 29, 1902	Jan. 3, 1907	.....	248
82	Litchfield.....	Crossing.....	St. L. & I. Belt Ry. Co.....	Mechanical.....	50	52	Aug. 22, 1893	Apr. 23, 1913	.....	82
108	North Litchfield.....	Crossing.....	Edw. Belt Ry. Co.....	Electrical.....	15	16	Aug. 28, 1895	Nov. 4, 1913	.....	108
221	Lodge.....	Crossing and junction.....	E. J. & E. Ry. Co.....	Mechanical.....	18	20	Apr. 17, 1901	Nov. 4, 1913	.....	221
259	Lostant.....	Crossing.....	M. St. P. & S. S. M. Ry. Co.....	Mechanical.....	20	20	Nov. 1, 1902	Sept. 6, 1911	.....	259
289	Lotus.....	Crossing.....	C. C. & St. L. Ry. Co.....	Mechanical.....	10	16	July 25, 1901	June 30, 1908	.....	289
189	Mackinaw.....	Crossing.....	C. B. & Q. R. R. Co.....	Mechanical.....	10	12	Apr. 11, 1900	Apr. 12, 1913	.....	189
296	Madison.....	Crossings and junctions.....	I. C. R. R. Co.....	Electrical.....	57	88	Nov. 18, 1901	May 22, 1907	.....	296

319	Manhattan.....	Crossing.....	T. I. & M. Ry. Co.....	Mechanical.....	31	36 May	1, 1906	May 1, 1906	319
167	Mansfield.....	Crossing.....	Wabash R. R. Co..... P. & E. Ry. Co.....	Mechanical.....	17	21 Apr.	25, 1899	Apr. 25, 1899	167
71	Marshall Junction.....	Crossing.....	Wabash R. R. Co..... C. C. & St. L. Ry. Co.....	Mechanical.....	18	21 Apr.	13, 1893	July 17, 1900 Out of ser-vice	71
252	Mason City.....	Crossing.....	T. H. & L. R. R. Co..... C. & A. Ry. Co.....	Mechanical.....	25	28 July	8, 1902	July 8, 1902	252
403	Mason City.....	Crossing.....	L. C. R. R. Co..... St. L. P. & N. W. Ry. Co.....	Mechanical.....	15	20 July	2, 1913	July 2, 1913	403
9	Mattoon.....	Crossing.....	I. C. R. R. Co..... E. J. & E. Ry. Co.....	Mechanical.....	32	32 July	30, 1889	May 2, 1911	9
32	Mattoon.....	Crossing.....	I. C. R. R. Co..... I. C. R. R. Co.....	Mechanical.....	12	18 Sept.	29, 1890	Oct. 31, 1911	32
79	Mattoon.....	Crossing.....	M. C. R. R. Co..... C. C. & St. L. Ry. Co.....	Mechanical.....	18	20 July	25, 1883	Apr. 13, 1910	79
158	Mattoon.....	Crossing and junction.....	I. C. R. R. Co..... I. C. R. R. Co.....	Mechanical.....	26	26 Oct.	6, 1898	July 5, 1910	158
161	Mazon.....	Crossing.....	A. T. & S. F. Ry. Co..... C. C. & St. L. Ry. Co.....	Mechanical.....	35	41 Nov.	30, 1898	July 16, 1907	161
4	Mazonia.....	Crossing and junction.....	C. C. & A. Ry. Co..... E. J. & E. Ry. Co.....	Electrical.....	25	28 Feb.	27, 1889	Aug. 29, 1905	4
97	McCook.....	Crossing.....	B. & O. C. T. R. R. Co..... A. T. & S. F. R. R. Co.....	Mechanical.....	68	72 May	26, 1891	May 10, 1913	97
299	McNabb Junction.....	Crossing.....	C. & A. R. R. Co..... C. & A. R. R. Co.....	Mechanical.....	13	16 Dec.	1, 1901	Feb. 6, 1912	299
310	Melrose Park.....	Junction.....	C. I. & S. R. R. Co..... C. & N. W. Ry. Co.....	Electrical.....	33	16 Aug.	2, 1905	Dec. 3, 1912	310
278	Mendota.....	Crossing and junction.....	C. B. & Q. R. R. Co..... I. C. R. R. Co.....	Mechanical.....	56	60 Jan.	7, 1901	Feb. 28, 1912	278
167	Milan.....	Drawbridge.....	C. M. & St. P. Ry. Co..... C. R. I. & P. Ry. Co.....	Mechanical.....	6	6 July	23, 1895	June 17, 1912	167
258	Milstadt Junction.....	Crossing.....	M. & O. R. R. Co..... St. L. I. M. & S. Ry. Co.....	Mechanical.....	18	20 Oct.	31, 1902	June 2, 1910	258
250	Mimic.....	Crossing.....	C. & A. Ry. Co..... T. H. & L. R. R. Co.....	Mechanical.....	24	28 May	20, 1902	May 20, 1902	250
131	Mode.....	Crossing.....	C. & E. I. R. R. Co..... C. & E. I. R. R. Co.....	Mechanical.....	12	12 May	27, 1897	Mar. 23, 1905	131
326	Moline.....	Crossing.....	T. St. L. & N. W. Ry. Co..... D. R. I. & N. W. Ry. Co.....	Mechanical.....	15	21 Oct.	2, 1906	Oct. 2, 1906	326
323	Monroe Junction.....	Junction.....	C. B. & Q. R. R. Co..... C. & E. I. R. R. Co.....	Mechanical.....	34	31 Sept.	5, 1893	July 3, 1906	323
86	Monroe.....	Crossing.....	C. & E. I. R. R. Co..... C. I. & S. R. R. Co.....	Mechanical.....	34	10 Sept.	6, 1906	Sept. 6, 1906	86
147	Monroe.....	Crossing.....	A. T. & S. F. Ry. Co..... C. B. & Q. R. R. Co.....	Mechanical.....	39	10 Mar.	3, 1898	Jan. 10, 1912	147
162	Monmouth.....	Crossing.....	C. B. & Q. R. R. Co..... I. C. Ry. Co.....	Mechanical.....	13	20 Dec.	28, 1898	Dec. 28, 1898	162
154	Monticello.....	Crossing.....	I. C. Ry. Co..... L. C. R. R. Co.....	Mechanical.....	27	32 Sept.	6, 1898	Sept. 6, 1898 Out of ser-vice	154
			Wabash R. R. Co.....						

Record number	Location	Kind of protection	Railroad companies interested	Character of machine in use	Number of working levers	Capacity of machine	Date of first permit	Date of last permit	Remarks	Record number
276	Mt. Olive.....	Crossing.....	I. C. R. R. Co.....	Mechanical.	13	16	Nov. 5, 1903	Nov. 5, 1903	.....	276
216	Mt. Pulaski.....	Crossing.....	C. P. & St. L. Ry. Co.	Mechanical.	24	32	Feb. 26, 1901	Feb. 11, 1911	.....	216
65	Mt. Vernon.....	Crossing.....	L. & N. R. R. Co.....	Mechanical.	11	16	Nov. 30, 1892	Feb. 23, 1912	.....	65
105	Mt. Vernon.....	Crossing.....	W. C. & W. R. R. Co.	Mechanical.	30	40	July 1, 1895	Nov. 23, 1906	.....	105
355	Nachusa.....	Junction.....	C. & E. I. R. R. Co.	Mechanical.	25	28	Dec. 7, 1909	Sept. 2, 1913	.....	355
98	Nashville.....	Crossing.....	L. & N. R. R. Co.	Mechanical.	10	12	Aug. 28, 1894	Sept. 26, 1906	.....	98
267	Nelson.....	Junction and connections.	C. & N. W. Ry. Co.	Electrical.	47	56	June 6, 1903	June 6, 1903	.....	267
215	Neoga.....	Crossing.....	I. C. R. R. Co.	Mechanical.	26	32	Jan. 1901	Apr. 30, 1913	.....	215
81	Normal.....	Crossing.....	T. St. L. & W. R. R. Co.	Mechanical.	25	28	Aug. 15, 1893	Jan. 31, 1911	.....	81
389	North Desplaines.....	Junction.....	C. & A. Ry. Co.	Mechanical.	23	2	Nov. 28, 1911	Nov. 28, 1911	.....	389
325	North Junction.....	Junctions.....	C. & N. W. Ry. Co.	Mechanical.	36	30	Sept. 12, 1905	Mar. 16, 1911	.....	325
324	North End Junction.....	Junction.....	St. L. I. M. & S. Ry. Co.	Mechanical.	13	20	Sept. 12, 1905	Sept. 14, 1906	.....	324
151	North Harvey.....	Crossing.....	I. C. R. R. Co.	Mechanical.	16	20	June 14, 1898	June 14, 1898	.....	151
288	North Reddick.....	Crossing.....	C. & E. I. R. R. Co.	Mechanical.	10	16	July 25, 1901	June 30, 1908	.....	288
183	North Wood River.....	Crossing.....	Chicago Jct. Ry. Co.	Mechanical.	32	40	Feb. 6, 1900	May 26, 1913	.....	183
349	Norris City.....	Crossing.....	C. T. R. R. Co.	Mechanical.	21	28	Dec. 29, 1908	Dec. 29, 1908	.....	349
217	Oaktown.....	Crossing.....	I. C. R. R. Co.	Mechanical.	14	20	Mar. 5, 1901	Mar. 5, 1901	.....	217
343	Mt. Carmel.....	Crossing.....	Wabash R. R. Co.	Mechanical.	31	40	Dec. 16, 1907	Dec. 16, 1907	.....	343
234	Odin.....	Crossing.....	A. G. & St. L. T. Co.	Electrical.	21	24	July 24, 1901	Mar. 18, 1913	.....	234
238	O'Fallon.....	Crossing.....	C. & A. R. R. Co.	Mechanical.	17	20	Jan. 23, 1902	Jan. 23, 1902	.....	238



397 Olney.....	Crossing.....	B. & O. S. W. R. R. Co.....	26	32 Feb.	26, 1913 Feb.	26, 1913	397
40 Ottawa.....	Crossing.....	I. C. R. R. Co.....	28	28 Nov.	1, 1891 Feb.	6, 1912	40
184 Otto.....	Junction.....	C. B. & Q. R. R. Co.....	25	28 Feb.	6, 1900 Apr.	8, 1913	184
309 Pana.....	Crossing and junction.....	C. R. I. & P. Ry. Co.....	91	112 July	5, 1905 Nov.	2, 1912	309
261 Pawnee Junction.....	Crossing.....	C. C. & St. L. Ry. Co.....	10	12 Dec.	15, 1902 July	5, 1910	261
121 Paxton.....	Crossing.....	C. & E. I. R. R. Co.....	37	44 Feb.	13, 1896 Jan.	9, 1913	121
59 Paris.....	Crossing.....	B. & O. S. W. R. R. Co.....	31	32 Oct.	18, 1892 Apr.	4, 1900	59
55 Pearl.....	Drawbridge (Ill. River).....	I. C. R. R. Co.....	7	8 Sept.	27, 1892 Sept.	27, 1892	55
149 Pekin.....	Crossings.....	C. & A. Ry. Co.....	22	24 May	3, 1898 May	3, 1898	149
254 Pekin.....	Crossings and junctions.....	C. & A. Ry. Co.....	69	76 July	2, 1902 July	2, 1902	254
127 Peoria (Bridge Jet.).....	Drawbridge, crossing and junction.....	P. & E. Ry. Co.....	41	56 July	27, 1896 Feb.	23, 1912	127
212 Peoria.....	Crossing.....	P. & P. U. Ry. Co.....	9	13 Nov.	30, 1900 Nov.	30, 1900	212
219 Peoria.....	Crossing.....	C. B. & Q. R. R. Co.....	28	36 Feb.	25, 1902 Feb.	25, 1902	219
411 Kikapoo.....	Junction.....	C. & N. W. Ry. Co.....	12	16 Nov.	14, 1913 Nov.	14, 1913	411
292 Pinckneyville.....	Crossing.....	St. L. P. & N. W. Ry. Co.....	16	20 Sept.	6, 1904 Aug.	5, 1913	292
291 Piptol.....	Crossing and junction.....	I. C. R. R. Co.....	22	24 Oct.	4, 1904 Sept.	12, 1905	294
285 Plum River.....	Crossing.....	W. C. & W. R. R.....	16	20 Apr.	26, 1904 Jan.	9, 1913	285
51 Pontiac.....	Crossing.....	C. M. & St. P. Ry. Co.....	33	36 Aug.	18, 1892 July	21, 1902	51
279 Portage.....	Junction.....	C. M. & St. P. Ry. Co.....	26	32 Jan.	7, 1904 Apr.	2, 1913	279
407 Portal.....	Junction.....	Wabash R. R. Co.....	55	56 Sept.	30, 1913 Sept.	30, 1913	407
56 Princeville.....	Crossing.....	I. C. R. R. Co.....	33	36 Sept.	27, 1892 Jan.	10, 1912	56
406 Quincy Junction.....	Drawbridge.....	C. B. & Q. R. R. Co.....	6	8 Sept.	16, 1913 Sept.	16, 1913	406
367 Raddle.....	Junction.....	C. & A. R. R. Co.....	20	20 Mar.	16, 1911 Feb.	4, 1913	367
185 Rantoul.....	Crossing.....	St. L. T. M. & S. Ry. Co.....	24	24 Feb.	6, 1900 Nov.	1, 1910	185
191 Reddek.....	Crossing.....	I. C. R. R. Co.....	14	20 June	5, 1900 June	30, 1908	19
		Wabash R. R. Co.....					

## STATEMENT—Continued

Record number	Location	Kind of protection	Railroad companies interested	Character of machine in use	Number of working levers	Capacity of machine	Date of first permit	Date of last permit	Remarks	Record number
408 Rice.....		Junction.....	C. & W. R. R. Co.....	Mechanical.	10	12 Oct.	27, 1913 Oct.	27, 1913	.....	408
379 Ridenhower.....		Crossing.....	C. B. & Q. R. R. Co.....	Mechanical.	11	24 May	24, 1911 May	24, 1911	.....	379
331 Ridge Farm.....		Crossing.....	C. C. & St. L. Ry. Co.....	Mechanical.	26	28 May	25, 1907 Mar.	28, 1911	.....	331
206 Ridgely.....		Crossing.....	T. St. L. & W. R. R. Co.....	Mechanical.	38	10 Sept.	20, 1909 Oct.	11, 1902	.....	206
124 Riverdale.....		Crossing.....	C. & A. Ry. Co.....	Mechanical.	122	152 May	15, 1896 May	6, 1913	.....	124
337 Robinson.....		Crossing.....	C. P. & St. L. Ry. Co.....	Elec.-Mech.	29	32 June	30, 1908 June	30, 1908	.....	337
138 Rochelle.....		Crossing.....	P. C. C. & St. L. Ry. Co.....	Mechanical.	16	16 Oct.	5, 1897 Oct.	2, 1906	.....	138
3 Rockford.....		Crossing.....	B. & O. C. T. R. R. Co.....	Mechanical.	22	28 Feb.	27, 1889 Feb.	8, 1910	.....	3
335 Rockford.....		Crossing.....	Ind. So. R. R. Co.....	Mechanical.	16	16 Aug.	5, 1907 Apr.	26, 1911	.....	335
19 Rondout.....		Crossing.....	C. C. & St. L. Ry. Co.....	Mechanical.	58	68 Jan.	15, 1890 Oct.	27, 1913	.....	19
214 Roodhouse.....		Crossing.....	C. & N. W. Ry. Co.....	Mechanical.	16	20 Dec.	15, 1900 July	2, 1913	.....	214
365 Roots.....		Junction.....	C. B. & Q. R. R. Co.....	Mechanical.	18	20 Mar.	16, 1911 Feb.	4, 1913	.....	365
385 Rowland.....		Crossing.....	St. L. I. M. & S. Ry. Co.....	Mechanical.	16	20 July	5, 1911 July	5, 1911	.....	385
179 Sabula (Iowa).....		Drawbridge and gauntlet.....	C. T. H. & S. E. Ry. Co.....	Electrical.....	16	24 Dec.	19, 1889 July	26, 1906	.....	179
44 St. Anne.....		Crossing.....	C. & E. I. R. R. Co.....	Mechanical.	40	44 Aug.	31, 1893 Feb.	2, 1909	.....	44
101 St. Elmo.....		Crossing.....	C. M. & St. P. Ry. Co.....	Mechanical.	23	28 Jan.	29, 1895 Feb.	27, 1903	.....	101
102 Salem.....		Crossing.....	C. & E. I. R. R. Co.....	Mechanical.	14	16 Mar.	27, 1895 Mar.	23, 1905	.....	102
242 Sandoval.....		Crossing.....	B. & O. S. W. R. R. Co.....	Electrical.....	10	16 Mar.	10, 1902 Mar.	10, 1902	.....	242
412 Savannah.....		Junction.....	I. C. R. R. Co.....	Mechanical.	32	40 Dec.	2, 1913 Dec.	2, 1913	.....	412
224 Scovel.....		Crossing.....	C. B. & Q. R. R. Co.....	Mechanical.	13	20 May	8, 1901 Mar.	19, 1902	.....	224
233 Shattuck.....		Crossing.....	Wabash R. R. Co.....	Mechanical.	13	16 July	24, 1901 Dec.	30, 1908	.....	233



## STATEMENT - Concluded

Record number	Location	Kind of protection	Railroad companies interested	Character of machine in use	Number of working levers	Capacity of machine	Date of first permit	Date of last permit	Remarks	Record number
208	Sycamore	Crossing	C. & G. W. Ry. Co.	Mechanical	29	32	Oct. 10, 1908	Nov. 28, 1911		208
133	Tamaroa	Crossing and junction	I. C. R. R. Co.	Mechanical	26	28	Apr. 10, 1897	May 8, 1913		133
209	Tamms	Crossing	W. C. & W. R. R.	Mechanical	22	24	Nov. 7, 1900	Dec. 3, 1907		209
380	Tansey	Crossing	C. & E. I. R. R. Co.	Mechanical	22	24	July 18, 1911	July 18, 1911		380
49	Taylorville	Crossing	M. & O. R. R. Co.	Mechanical	19	20	June 15, 1892	June 3, 1913		49
392	Thebes	Junction	B. & O. S. W. R. R. Co.	Electrical	18	24	May 7, 1912	May 7, 1912		392
153	Tolona	Crossing	St. L. I. M. & S. Ry. Co.	Mechanical	32	32	Sept. 26, 1908	Nov. 4, 1913		153
222	Toloca Junction	Crossing	S. Ill. & Mo. B. Co.	Mechanical	11	12	Apr. 17, 1901	Apr. 17, 1901		222
48	Thornton Junction	Crossing	I. C. R. R. Co.	Mechanical	25	28	June 2, 1892	June 4, 1912		48
34	Tower Hill	Crossing	C. & A. Ry. Co.	Mechanical	20	20	Dec. 2, 1890	Sept. 5, 1905		34
182	Tuscola	Crossing	T. & E. R. R. Co.	Mechanical	47	48	Jan. 31, 1900	Sept. 2, 1913		182
318	Upton	Crossing	C. B. & D. Ry. Co.	Electrical	22	32	Apr. 24, 1906	Jan. 9, 1913		318
317	Valley Junction	Crossing and junctions	C. & N. W. Ry. Co.	Electrical	56	72	Mar. 28, 1906	Sept. 16, 1913		317
395	Valley	Junction	E. J. & E. Ry. Co.	Mechanical	23	32	Nov. 2, 1912	Nov. 2, 1912		395
174	Vandalia	Crossing	I. C. R. R. Co.	Mechanical	47	48	Oct. 30, 1899	Nov. 18, 1901		174
360	Van Patten	Crossing	St. L. B. & S. R. R. Co.	Mechanical	15	16	Mar. 15, 1910	Mar. 15, 1910		360
380	Vincennes, Ind.	Drawbridge	T. R. R. A. of St. L.	Mechanical	19	20	May 24, 1911	Oct. 27, 1913		380
390	Virden (2 miles South of)	Crossing	St. L. I. M. & S. Ry. Co.	Mechanical	16	32	Dec. 29, 1911	Dec. 29, 1911		390
414	Vulcan	Crossing	C. & N. W. Ry. Co.	Mechanical	16	16	Dec. 20, 1913	Dec. 20, 1913		414

239 Walnut Junction...	C. & N. W. Ry. Co.	Mechanical.	14	16 Feb.	25, 1902 Fed.	25, 1902	239
226 Wann...	C. B. & Q. R. R. Co.	Mechanical.	36	40 May	23, 1901 Oct.	9, 1913	226
85 Waseka	C. C. & St. L. Ry. Co.	Mechanical.	28	28 Sept.	5, 1893 Jan.	3, 1911	85
41 Wauegan	T. P. & W. Ry. Co.	Mechanical.	16	20 Nov.	6, 1891 Oct.	11, 1901	41
311 Webster	C. & N. W. Ry. Co.	Mechanical.	10	16 Jan.	15, 1908 Jan.	15, 1908	311
125 Wesley Junction...	Chi. So. Ry. Co.	Mechanical.	25	28 June	30, 1896 June	30, 1896	125
1 West Chicago Tower "B"	T. P. & W. Ry. Co.	Electrical...	28	39 Feb.	27, 1889 Dec.	20, 1913	1
219 West Chicago	E. J. & E. Ry. Co.	Electrical...	18	32 Mar.	20, 1901 Mar.	20, 1901	219
211 West Nelson	C. & N. W. Ry. Co.	Mechanical.	40	48 Feb.	25, 1902 Dec.	7, 1909	211
378 West Vienna	C. & N. W. Ry. Co.	Mechanical.	14	16 May	21, 1911 May	21, 1911	378
312 Westville	C. B. & Q. R. R. Co.	Mechanical.	11	48 Dec.	3, 1907 June	21, 1911	312
305 Wilkinson	C. C. & St. L. Ry. Co.	Mechanical.	18	20 May	2, 1905 Jan.	16, 1905	305
236 Willows...	C. Gt. W. Ry. Co.	Electrical...	69	112 Dec.	19, 1901 May	22, 1907	236
371 Wilmette	B. & O. R. R. Co.	Mechanical.	20	21 Mar.	28, 1911 Mar.	28, 1911	371
68 Windsor	Vandalia R. R. Co.	Mechanical.	16	16 Mar.	29, 1893 May	29, 1899	68
213 Winstanley Park	T. R. R. Assn. of St. L.	Mechanical.	45	56 Mar.	11, 1902 May	11, 1905	213
122 Winston	Southern Ry. Co.	Mechanical.	34	36 Mar.	5, 1896 May	7, 1912	122
109 Winston	I. C. R. R. Co.	Mechanical.	6	8 Oct.	27, 1913 Oct.	27, 1913	109
223 Whitehall	Walbash R. R. Co.	Mechanical.	13	16 Apr.	17, 1901 Apr.	17, 1901	223
291 Woodland Junction	C. B. & Q. R. R. Co.	Mechanical.	32	48 Aug.	13, 1901 Jan.	19, 1906	291
329 Woodlawn	C. & E. R. R. Co.	Mechanical.	10	12 Jan.	3, 1907 Jan.	3, 1907	329
3 99 Zeigler Junction	C. B. & Q. R. R. Co.	Mechanical.	13	16 Apr.	8, 1913 Apr.	8, 1913	399
Total...	St. L. M. & S. R. Co.		15,332 18,386				
Less number out of service...			415				
Total number in service, 392			14,887 17,808				

## REPORT OF THE CONSULTING ENGINEER FOR THE YEAR ENDING DECEMBER 31, 1913

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### INSPECTIONS

Owing to the extraordinary amount of current work during the calendar year 1913, no detailed inspections were made of any railroads. If the engineering force were increased so that the inspection work could be continued, much benefit would result from this work. This was exemplified in the inspections made during the years 1911 and 1912, especially of the smaller type of the interurban railroad which is not always able to organize its operating and maintenance of way departments with a view of obtaining the best results from the viewpoint of safety particularly. As indicated in previous inspection reports of many roads of this character, the rules governing the operation of trains (and many of them had no rules at all) needed material changes. In all cases it merely required the suggestion of the Commission to bring about such changes and improvements in the rules as were deemed necessary.

Also it was found necessary to call attention in several instances to insufficient clearances and poor maintenance of track and roadway. With respect to many interurban lines the short sighted policy is adopted of constructing road beds with narrow embankments, making it difficult to maintain the track in good surface and alignment.

### INTERLOCKING

During the past year plans have been approved covering the construction, reconstruction, rehabilitation and additions to 134 interlocking plants. Only a small portion of these plans related to entirely new plants. During this period 98 plants have been inspected for which permits have been issued by the Commission upon recommendations furnished by this department. Of these 9 were new interlocking plants. The statement as appended to this report shows a total of 392 interlocking plants in service as of December 31, 1913.

As a result of conferences with the engineers representing the Railroad Commissions of the States of Minnesota, Wisconsin and Indiana which began in the year 1911, a revised set of rules governing the construction, operation and maintenance of interlocking plants was adopted by the conference committee at the final meeting held in the month of October, 1913. This committee agreed that the engineers for their respective states would recommend the adoption of these rules as then approved. Following the recommendation of your engineer these rules were adopted for use in Illinois on October 22, 1913, to become effective December 1, 1913. The primary object of co-operating with Railroad Commissions of the various states mentioned was for the purpose of obtaining uniformity to the end that better results might be obtained in the construction, operation and maintenance of interlocking plants.

## CLEARANCES

The inspection of several interurban lines during the years 1911 and 1912 showed the necessity of adopting rules prescribing uniform horizontal and vertical clearances. As a result of a study of this matter, and following my recommendation that the Commission call a hearing for the purpose of giving all roads an opportunity of being heard on the subject, three or four meetings have already been held in connection with this matter. At the last hearing held in the rooms of the Commission in the city of Chicago on October 1, 1913, representatives of Chicago industries made application to be given an opportunity of giving facts and presenting their side of the necessity for maintaining certain clearances in order that the use of these tracks in the fullest sense might not be interfered with. At this meeting representatives of the various railroad brotherhoods asked to have representation on any committee which might be appointed to formulate rules for adoption.

As suggested and determined by the Commission at this meeting, the Chicago industries, the railroads and the railroad employees were each requested to appoint a committee for the purpose of agreeing on clearances with such representative as the Commission might appoint. Up to the present time these committees have not been appointed. I would earnestly recommend that every effort be made to bring this matter to a close.

## WIRE CROSSINGS

As a result of accidents which occurred because of insufficient clearances and improper construction of wire and cable crossings where these span the tracks of railroad companies, rules were formulated prescribing the clearances required for all such crossings, dated November 26, 1912. As the rules adopted by the Commission made it necessary for those desiring to cross the tracks and wires of railroad companies to obtain permission before doing so, it soon developed that there was necessity for revising these rules, particularly with reference to character of construction. With this in view a new set of rules was formulated which are very much more comprehensive. These were adopted by the Commission and effective November 18, 1913.

## ACCIDENTS

During the past year we have been called upon to investigate and report on a large number of train accidents. It is not my purpose to dwell on these, but I wish to call the Commission's attention particularly to accidents as a result of trespassing on the property of railroad companies. The figures relating to trespassing on interurban roads are not available. The statistics for the steam roads indicate 510 trespassers killed and 521 injured, a total of 1,031 for the fiscal year ending June 30, 1913. This is an increase of 11.8 per cent over the previous year. If this rate of increase is maintained, it may be readily seen that the sacrifice of human life and the misery which attends accidents of any character will reach undue proportions in the course of a very few years. In a previous report your attention was directed to the subject of trespassing on property of railroads, and at that time I earnestly recommended that some form of legislation be enacted which would tend to eliminate to a great extent, at least, accidents of this character. All trespassers are not hoboes, so called; many of them, perhaps 50 per cent of them or more, are some of our best citizens who often times, for one purpose or another, enter upon the right of way and property of the railroad companies where they have no right. Reiterating what I have previously said concerning trespassing, I would earnestly recommend that some form of legislation be enacted which will tend to reduce at least this form of avoidable accidents.

Respectfully submitted,

F. G. EWALD,

*Consulting Engineer.*

## REPORT OF INSPECTOR OF SAFETY APPLIANCES FOR THE YEAR ENDING DECEMBER 31, 1913

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*State Public Utilities Commission, Springfield, Illinois.*

GENTLEMEN: During the year of 1913, the safety appliances on 18,239 cars were inspected, of which 1,262 were noted as being defective, 288 being of a penalty nature. Three hundred and two (302) locomotives were inspected, 20 of which were found defective. Taken as a whole, there is a decided improvement in the safety appliances on railroad equipment as compared with years past, and investigations have developed that very few accidents can be directly charged to these defective appliances. In connection with these inspections a close check has been kept on surface conditions of train yards and other obstructions which jeopardize the safety of trainmen, and upon order of the Commission many of these obstructions have been removed.

More attention was given to investigating the nature and causes of train accidents than during any previous twelve months period. A total of 31 accidents was covered, which included 12 derailments, 11 collisions, 3 locomotive boiler explosions, 2 overhead obstruction accidents, 1 side obstruction accident, 1 highway crossing accident, and 1 caused by trainman having foot lodged in track frog. It was developed in these investigations that 22 lives were lost and 111 persons sustained injuries. Collisions were responsible for 13 deaths and 60 injuries, while 2 deaths and 49 injuries were caused in derailments.

The following summary shows the results of derailments investigated:

### STEAM LINES

	Em- ployees killed	Em- ployees injured	Pas- sengers killed	Pas- sengers injured	Cause
Passenger trains—					
1.....		2		3	Sharp flange.....
2.....				4	Excessive speed under existing track conditions..
3.....				4	do.....
4.....		3		3	Tender derailment.....
5.....					do.....
6.....		2			Disregarded signal indication.....
7.....		1		24	Not determined.....
Freight trains—					
8.....		2			Excessive speed under existing track conditions..
9.....	1	1			Switch set wrong; not lighted.....
Electric roads—					
10.....	1				Obstruction on track.....
11.....					Not determined.....
12.....					do.....
Total.....	2	11		38	

In these 10 passenger train derailments no passengers were killed, but 38 passengers received minor injuries. That a heavy loss of life did not attend some of these derailments was due to cars being of steel construction.



The following summary shows the results of collisions investigated:

## STEAM LINES

Trains	Em- ployees killed	Em- ployees injured	Pas- sengers killed	Pas- sengers injured	Cause
Passenger trains—					
1.....				4	Disregarded signal indication.....
2.....				9	do.....
3.....				6	Disregarded train order.....
4.....	1	1	1	21	Improper flagging.....

## ELECTRIC LINES

Trains	Em- ployees killed	Em- ployees injured	Pas- sengers killed	Pas- sengers injured	Cause
Passenger train—					
5.....			1	6	Faulty operation system; violation of rules.....

## STEAM LINES

Trains	Em- ployees killed	Em- ployees injured	Pas- sengers killed	Pas- sengers injured	Cause
Freight trains—					
6.....			2		Disregarded signal indications.....
7.....	2				do.....
8.....	1	1			do.....
9.....	1	12			Improper flagging; violation of rules.....
10.....	2				Error of dispatcher.....
11.....	2				Error of switching crew.....
Total.....	9	14	4	46	

A perusal of the causes of these train collisions very prominently shows that the majority are directly chargeable to errors of the employees. The same condition has been very noticeable in previous years which is very conclusive evidence that the prudence and vigilance is unreliable and to further rely upon the assiduity of the person to avert collisions is very wrong and only invites peril and destruction. Disregarding signal indications seems to be the result of momentary thoughtlessness, and this fact suggests the installation of mechanical devices to guard against such conditions as soon as financial and other conditions will permit. Nine of the eleven collisions referred to would have been averted, if an approved automatic train control device had been in operation. The four steam line passenger train collisions were accompanied with but one fatal injury, that being an engineer. In the same collisions one fireman and forty passengers received minor injuries.

The following summary shows the results of miscellaneous accidents investigated:

## STEAM LINES

Trains	Em- ployees killed	Em- ployees injured	Cause
1.....	1		Low over head structure.....
2.....	1		do.....
3.....	1		Boiler explosion, low water.....
4.....		1	do.....
5.....		1	do.....
6.....	1		Insufficient clearance, side structure.....
7.....	1		Foot lodged in track frog.....
Total.....	5	2	
Other persons killed—			
8.....	2		Auto accident, highway crossing.....

Of the five employees killed in these miscellaneous accidents, three of them may be charged to structural conditions, which contributed in a large degree to these fatalities. The one fatal and two non-fatal injuries occasioned by boiler explosions cannot be charged to unsafe construction of the locomotive and were caused by the enginemen in charge allowing the water to fall below level of the crown sheet. The only remedy for accidents of this character is unremitting vigilance on the part of those in charge of the engine.

An extended test of air brakes was made during the year. Eighty visits were made to as many yards in the State, and the brakes on 200 freight trains were tested under service condition. One hundred and twenty-one (121) of the tests were made prior to the departing of trains and seventy-nine (79) made upon arrival at terminals. This test covered 8,759 engines and cars and showed that 76.6 per cent of the total was efficient. The order of the Railroad and Warehouse Commission of Illinois required not less than 75 per cent of cars in all trains to be efficient. The records of this test also show that some of the freight trains moving in Illinois consist of one hundred or more cars, but the average of all trains tested was forty-three (43) cars per train.

Trespassing on railroad property continues and exacted its toll of 1,030 killed or injured during 1913. These are not all "tramps." Many of them are energetic reliable citizens, who for some reason trespass upon a dangerous zone, the majority of which sacrifice their safety in a risk to save some time. We may expect no reduction in these accidents until some united effort of the State and railroad companies is made to prohibit pedestrians using the property of railroads as a highway.

Statistics published elsewhere in the annual report show that in 1913, 166,500 employees were in service, which is an increase of about 10 per cent over the number employed in 1912. During the same period the fatal injuries to employees increased from 319 to 338 or about 6 per cent, and the non-fatal from 10,314 to 12,960, which is about 25.6 per cent. As the majority of accidents are chargeable to the failure of the human, the solution seems to be, a system of education, which will operate to remedy these failures. Education should begin at the time the new recruit enters the service, and before he is allowed to perform any task, he should be impressed with the thought of safety and cautioned to observe it under all conditions. Adequate facilities should be provided to instruct and familiarize the new employee with his work. Information on how to be cautious and vigilant is not innate in the individual any more than is information in some profession in which he has never received instructions, and he should not be expected to acquire all by experience alone. While the State is concerned in the health, safety, and comfort of its subjects, education of these, teaching them to be diligent and contribute to their own safety, will do as much and probably more than any other course the State can pursue. The application of mechanical safeguards and laws for their use will contribute in a degree, but the human element must not be overlooked, as it will always be an attending factor. It is gratifying to know that so many of the railroads, including the street railways of our larger cities, have organized, and are promoting, a department for the education of their employees and patrons in the conservation of life and limb.

Respectfully submitted,

A. R. LAYMAN.

## CROSSING CASES DECISIONS OF THE COMMISSION DECEMBER 1, 1912, TO DECEMBER 1, 1913

No. 662

Illinois Central Electric Railway, Petitioner

v.

Chicago, Burlington & Quincy Railroad Company, Respondent

*Petition to cross at grade two switch tracks at St. David, Fulton County,  
Illinois*

The petitioner, the Illinois Central Electric Railway, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad between the City of Farmington in the county of Fulton and State of Illinois, and the city of Lewistown in said county and said State.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Illinois Central Electric Railway be, and the same is hereby authorized to cross at grade (the right-of-way having first been obtained), the right-of-way and two certain switch tracks of the respondent company, namely, the Chicago, Burlington & Quincy Railroad Company, in St. Davids, county of Fulton and State of Illinois, such crossings being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossings.

It is further ordered by the Commission that the petitioner herein install an interlocking plant substantially in accordance with C., B. & Q. R. R. plan No. 31884, dated November 8, 1912, filed herein, at crossing "A," as shown on said plan; and the Commission further finds that there is no occasion at the present time for an interlocking plant at crossing "B," as shown on said C., B. & Q. R. R. plan No. 31884, filed herein, but reserves the right at any future time, to order an interlocking plant at crossing "B." if in its judgment, such action is required.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation of such crossings and maintenance thereof, also the division of expense of installing, maintaining and operating interlocking plant or other protection that might

be ordered by this Commission, the Commission makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossings, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossings protect the trolley by installing proper trolley guards.

It is further ordered, adjudged and decreed by the Commission that the secretary of this Commission present to the petitioner herein a bill for \$60, being the expense of such Commission in viewing said proposed crossings.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 9th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 686

City of St. Louis, Missouri, Petitioner  
v.  
Illinois Central Railroad Company, Respondent

*In the matter of the petition of City of St. Louis, Missouri to cross with bridge approach the Illinois Central Railroad Company in the City of East St. Louis, Illinois, with overhead crossing.*

The petitioner herein is a municipal corporation of the state of Missouri and is authorized by Act of Congress of the United States approved June 25, 1906, by an Act entitled, "An Act to authorize the City of St. Louis, a corporation organized under the laws of the state of Missouri, to construct a railroad bridge with approaches thereto across the Mississippi River from St. Louis, Mo. to a point in St. Clair County in the State of Illinois."

And it appearing to the Commission that the petition herein filed is in proper form and filed in due time by said petitioner, and that the respondent road, the Illinois Central Railroad Company has been duly notified as required by law and the rules of this Commission and having made personal appearance by its attorneys in answer to said petition, and the Commission having jurisdiction of the respective parties hereto and the subject matter presented in such petition, and the Commission having viewed the grounds and surroundings at the point of such crossing and made full investigation with due regard to safety of life and property, and having heard said cause and being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition herein be granted, the right-of-way having been first obtained.

The Commission further finds that the construction of such crossing at the place described in said petition and in the manner described therein will not unnecessarily impede or endanger the travel or transportation upon the respondent road so crossed at such point.

And it is further ordered that the said City of St. Louis be and it is hereby authorized to cross with an overhead crossing the respondent road, the Illinois Central Railroad Company at a point on its railroad distant on the extreme western track, about 940 feet southwestwardly from the southwest line of Piggott Avenue measured along the northwest line of Tenth Street and about 130 feet westwardly from the west line of Falling Springs Road measured at right angle to said Road, the extreme eastern track being distant about 110 feet eastwardly from the extreme western track. Also at

a point on its railroad distant, on the extreme western track about 360 feet southwestwardly from the southwest line of Russel Avenue and about 130 feet westwardly from the west line of Falling Springs Road, both distances being measured at right angles to said lines; the extreme eastern track being distant about 110 feet eastwardly from the extreme western track, in the city of East St. Louis, county of St. Clair, which crossing is fully described in a plat or blue print attached to the petition in this cause which fully and particularly describes the manner and place of crossing and which plat is hereby referred to for certainty in relation thereto.

It is further ordered and decreed by the Commission that the petitioner herein prepare and submit to the respondent road plans and specifications for such crossing as herein authorized for its inspection and that it also present to this Commission such plans and specifications for such crossing for its examination and approval.

And it appearing to the Commission that the respective parties hereto have filed a deed of agreement in relation to such crossing as to the division of expense of such crossing, the Commission makes no order in relation thereto, but approves said contract so far as the same is not in conflict with any part of this order.

The Commission hereby retains full jurisdiction of the parties and the subject matter herein, with the right to make any further order in relation thereto at any time that it may become necessary so to do, and directs that when such crossing is compleed according to the plans and specifications hereafter to be approved by this Commission, a report thereof shall be made to this Commission.

By order of the Commission this 7th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 685

City of St. Louis, Missouri, Petitioner

v.

East St. Louis Connecting Railway Company, Respondent

*In the matter of the petition of City of St. Louis, Missouri to cross with bridge approach the East St. Louis Connecting Railway Company in the city of East St. Louis with overhead crossing.*

The petitioner herein is a municipal corporation of the State of Missouri and is authorized by Act of Congress of the United States approved June 25, 1906, by an Act entitled, "An Act to authorize the city of St. Louis, a corporation organized under the laws of the State of Missouri to construct a railroad bridge with approaches thereto across the Mississippi River from St. Louis, Missouri, to a point in St. Clair County in the State of Illinois."

And it appearing to the Commission that the petition herein filed is in proper form and filed in due time by said petitioner, and that the respondent road, the East St. Louis Connecting Railway Company has been duly notified as required by law and the rules of this Commission and having made personal appearance by its attorneys in answer to said petition, and the Commission having jurisdiction of the respective parties hereto and the subject matter presented in such petition, and the Commission having viewed the grounds and surroundings at the point of such crossing and made full investigation with due regard to safety of life and property and having heard said cause, and being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition herein be granted, the right-of-way having been first obtained.

The Commission further finds that the construction of such crossing at the place described in said petition and in the manner described therein will

not unnecessarily impede or endanger the travel or transportation upon the respondent road so crossed at such point.

And it is further ordered that the said city of St. Louis be and it is hereby authorized to cross with an overhead crossing the respondent road, the East St. Louis Connecting Railway Company at a point on its railroad, distant about one thousand (1,000) feet eastwardly from the east shore pier of said bridge and about three hundred (300) feet southwardly from the dividing line between the property of the Southern Railway Company and the Wiggins Ferry Company, as established by deed dated February 15, 1910, recorded in Book 592, page 115, and Plat Book "N," page 48, in the city of East St. Louis, county of St. Clair which crossing is fully described in a plat or blue print attached to the petition in this cause which fully and particularly describes the manner and place of crossing and which plat is hereby referred to for certainty in relation thereto.

It is further ordered and decreed by the Commission that the petitioner herein prepare and submit to the respondent road plans and specifications for such crossing as herein authorized for its inspection and that it also present to this Commission such plans and specifications for such crossing for its examination and approval.

And it appearing to the Commission that the respective parties hereto have filed a deed of agreement in relation to such crossing as to the division of expense of such crossing, the Commission makes no order in relation thereto, but approves said contract so far as the same is not in conflict with any part of this order.

The Commission hereby retains full jurisdiction of the parties and the subject matter herein, with the right to make any further order in relation thereto at any time that it may become necessary so to do, and directs that when such crossing is completed according to the plans and specifications hereafter to be approved by this Commission, a report thereof shall be made to this Commission.

By order of the Commission this 17th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 684

City of St. Louis, Missouri, Petitioner  
v.  
Southern Railway Company, Respondent

*In the matter of the petition of City of St. Louis, Missouri to cross with bridge approach the Southern Railway Company in the City of East St. Louis, Illinois, with overhead crossing.*

The petitioner herein is a municipal corporation of the State of Missouri and is authorized by Act of Congress of the United States, approved June 25, 1906, by an Act entitled, "An Act to authorize the city of St. Louis, a corporation organized under the laws of the State of Missouri to construct a railroad bridge with approaches thereto across the Mississippi River from St. Louis, Missouri, to a point in St. Clair County in the State of Illinois."

And it appearing to the Commission that the petition herein filed is in proper form and filed in due time by said petitioner, and that the respondent road, the Southern Railway Company has been duly notified as required by law and the rules of this Commission and having made personal appearance by its attorneys in answer to said petition, and the Commission having jurisdiction of the respective parties hereto and the subject matter presented in such petition, and the Commission having viewed the grounds and surroundings at the point of such crossing and made full investigation with due regard to safety of life and property, and having heard said cause and being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition herein be granted, the right-of-way having been first obtained.

The Commission further finds that the construction of such crossing at the place described in said petition and in the manner described therein will not unnecessarily impede or endanger the travel or transportation upon the respondent road so crossed at such point.

And it is further ordered that the said city of St. Louis be and it is hereby authorized to cross with an overhead crossing the respondent road, the Southern Railway Company at a point on its railroad distant about 750 feet eastwardly from the east shore pier of said bridge and about 300 feet southwardly from the dividing line between the property of the Southern Railway Co. and Wiggins Ferry Co. as established by deed dated February 15, 1910, recorded in Book 392, page 115 and Plat Book "N," page 48; also at a point on its railroad, crossing four tracks of which the extreme western track is distant about 1,950 feet eastwardly from said bridge pier and about 350 feet southwardly from said dividing line between the Southern Railway Co. and Wiggins Ferry Co.; the extreme eastern track being distant about 250 feet eastwardly from the extreme western track, in the city of East St. Louis, county of St. Clair which crossing is fully described in a plat or blue print attached to the petition in this cause which fully and particularly describes the manner and place of crossing and which plat is hereby referred to for certainty in relation thereto.

It is further ordered and decreed by the Commission that the petitioner herein prepare and submit to the respondent road plans and specifications for such crossing as herein authorized for its inspection and that it also present to this Commission such plans and specifications for such crossing for its examination and approval.

And it appearing to the Commission that the respective parties hereto have filed a deed of agreement in relation to such crossing, as to the division of expense of such crossing, the Commission makes no order in relation thereto, but approves said contract so far as the same is not in conflict with any part of this order.

The Commission hereby retains full jurisdiction of the parties and the subject matter herein, with the right to make any further order in relation thereto at any time it may become necessary so to do, and directs that when such crossing is completed according to the plans and specifications hereafter to be approved by this Commission, a report thereof shall be made to this Commission.

By order of the Commission this 17th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 682

City of St. Louis, Missouri, Petitioner

v.

St. Louis, Belleville & Southern Railway Company, Respondent

*In the matter of the petition of city of St. Louis, Missouri to cross with bridge approach the St. Louis, Belleville & Southern Railway Company in the City of East St. Louis, Illinois, with overhead crossing.*

The petitioner herein is a municipal corporation of the state of Missouri and is authorized by Act of Congress of the United States approved June 25, 1906, by an Act entitled "An Act to authorize the city of St. Louis, a corporation organized under the laws of the state of Missouri, to construct a

railroad bridge with approaches thereto across the Mississippi River from St. Louis, Mo., to a point in St. Clair County in the State of Illinois."

And it appearing to the Commission that the petition herein filed is in proper form and filed in due time by said petitioner, and that the respondent road, the St. Louis, Belleville & Southern Railway Company has been duly notified as required by law and the rules of this Commission and having made personal appearance by its attorneys in answer to said petition, and the Commission having jurisdiction of the respective parties hereto and the subject matter presented in such petition, and the Commission having viewed the grounds and surroundings at the point of such crossing and made full investigation with due regard to safety of life and property, and having heard said cause and being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition herein be granted, the right-of-way having been first obtained.

The Commission further finds that the construction of such crossing at the place described in said petition and in the manner described therein will not unnecessarily impede or endanger the travel or transportation upon the respondent road so crossed at such point.

And it is further ordered that the said city of St. Louis be and it is hereby authorized to cross with an overhead crossing the respondent road, the St. Louis, Belleville & Southern Railway Company at a point on its railroad distant about one hundred and sixty (160) feet westwardly from the west line of Mississippi Avenue and about five hundred (500) feet southwardly from the produced dividing line between the property of the Southern Railway Company and the Wiggins Ferry Company, as established by deed dated February 15, 1910, Book 392, page 115 and Plat Book "N," page 48. Also at a point on its railroad distant about two hundred and twenty (220) feet westwardly from the west line of Mississippi Avenue, and about ten (10) feet northwardly from the west line of Mississippi Avenue, and about ten (10) feet northwardly from the produced dividing line between the property of the Southern Railway Company and the Wiggins Ferry Company, as established by deed dated February 15, 1910, Book 392, page 115, and Plat Book "N," page 48, in the city of East St. Louis, Illinois, which crossing is fully described in a plat or blue print attached to the petition in this cause which fully and particularly describes the manner and place of crossing and which plat is hereby referred to for certainty in relation thereto.

It is further ordered and decreed by the Commission that the petitioner herein prepare and submit to the respondent road plans and specifications for such crossing as herein authorized for its inspection and that it also present to this Commission such plans and specifications for such crossing for its examination and approval.

And it appearing to the Commission that the respective parties hereto have filed a deed of agreement in relation to such crossing as to the division of expense of such crossing, the Commission makes no order in relation thereto, but approves said contract so far as the same is not in conflict with any part of this order. Contract and agreement for this crossing filed in case No. 686 of same date and order of same date as this.

The Commission hereby retains full jurisdiction of the parties and the subject matter herein, with the right to make any further order in relation thereto at any time that it may become necessary so to do, and directs that when such crossing is completed according to the plans and specifications hereafter to be approved by this Commission, a report thereof shall be made to this Commission.

By order of the Commission this 17th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman,*  
B. A. ECKHART, *Commissioner.*  
J. A. WILLOUGHBY, *Commissioner.*



City of St. Louis, Missouri, Petitioner

v.

East St. Louis & Carondelet Railroad Company, Respondent

*In the matter of the petition of City of St. Louis, Missouri to cross with bridge approach the East St. Louis & Carondelet Railroad Company in the City of East St. Louis, Illinois, with overhead crossing.*

The petitioner herein is a municipal corporation of the state of Missouri and is authorized by Act of Congress of the United States approved June 25, 1906, by an Act entitled, "An Act to authorize the city of St. Louis, a corporation organized under the laws of the state of Missouri to construct a railroad bridge with approaches thereto across the Mississippi River from St. Louis, Missouri to a point in St. Clair County in the State of Illinois."

And it appearing to the Commission that the petition herein filed is in proper form and filed in due time by said petitioner, and that the respondent road, the East St. Louis & Carondelet Railroad Company has been duly notified as required by law and the rules of this Commission and having made personal appearance by its attorneys in answer to said petition, and the Commission having jurisdiction of the respective parties hereto and the subject matter presented to such petition, and the Commission having viewed the grounds and surroundings at the point of such crossing and made full investigation with due regard to safety of life and property, and having heard said cause and being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition herein be granted, the right-of-way having been first obtained.

The Commission further finds that the construction of such crossing at the place described in said petition and in the manner described therein will not unnecessarily impede or endanger the travel or transportation upon the respondent road so crossed at such point.

And it is further ordered that the said city of St. Louis be and it is hereby authorized to cross with an overhead crossing the respondent road, the East St. Louis & Carondelet Railroad Company at a point on its railroad distant about twenty hundred and thirty (2,030) feet eastwardly from the east shore pier of said bridge and about three hundred and seventy feet (370) feet southwardly from the dividing line between the property of the Southern Railway Company and the Wiggins Ferry Company, as established by deed dated February 15, 1910, recorded in Book 392, Page 115 and Plat Book "N," page 43, in the city of East St. Louis, County of St. Clair, which crossing is fully described in a plat or blue print attached to the petition in this cause which fully and particularly describes the manner and place of crossing and which plat is hereby referred to for certainty in relation thereto.

It is further ordered and decreed by the Commission that the petitioner herein prepare and submit to the respondent road plans and specifications for such crossing as herein authorized for its inspection and that it also present to this Commission such plans and specifications for such crossing for its examination and approval.

And it appearing to the Commission that the respective parties hereto have filed a deed of agreement in relation to such crossing as to the division of expense of such crossing, the Commission makes no order in relation thereto, but approves said contract so far as the same is not in conflict with any part of this order.

The Commission hereby retains full jurisdiction of the parties and the subject matter herein, with the right to make any further order in relation thereto at any time that it may become necessary so to do, and directs that when such crossing is completed according to the plans and specifications

hereafter to be approved by this Commission, a report thereof shall be made to this Commission.

By order of the Commission this 18th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
E. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 680

City of St. Louis, Missouri, Petitioner

v.

Mobile & Ohio Railroad Company, Respondent

*In the matter of the petition of city of St. Louis, Missouri to cross with Bridge approach the Mobile & Ohio Railroad Company in the city of East St. Louis, Illinois, with overhead crossing.*

The petitioner herein is a municipal corporation of the State of Missouri and is authorized by Act of Congress of the United States approved June 25, 1906 by an Act entitled, "An Act to authorize the city of St. Louis, a corporation organized under the laws of the State of Missouri to construct a railroad bridge with approaches thereto across the Mississippi River from St. Louis, Missouri to a point in St. Clair County in the State of Illinois."

And it appearing to the Commission that the petition herein filed is in proper form and filed in due time by said petitioner, and that respondent road, the Mobile & Ohio Railroad Company has been duly notified as required by law and the rules of this Commission and having made personal appearance by its attorneys in answer to said petition, and the Commission having jurisdiction of the respective parties hereto and the subject matter presented in such petition, and the Commission having viewed the grounds and surroundings at the point of such crossing and made full investigation with due regard to safety of life and property, and having heard said cause, and being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition herein be granted, the right-of-way having been first obtained.

The Commission further finds that the construction of such crossing at the place described in said petition and in the manner described therein will not unnecessarily impede or endanger the travel or transportation upon the respondent road so crossed at such point.

And it is further ordered that the said city of St. Louis be and it is hereby authorized to cross with an overhead crossing the respondent road, the Mobile & Ohio Railroad Company, at a point on its railroad distant about twenty hundred and ten (2010) feet eastwardly from the east shore pier of said bridge and about three hundred and seventy (370) feet southwardly from the dividing line between the property of the Southern Railway Company and the Wiggins Ferry Company, as established by deed dated February 15, 1910, Book 392, page 115 and Plat Book "N," page 48, in the city of East St. Louis, in said St. Clair County which crossing is fully described in a plat or blue print attached to the petition in this cause which fully and particularly describes the manner and place of crossing and which plat is hereby referred to for certainty in relation thereto.

It is further ordered and decreed by the Commission that the petitioner herein prepare and submit to the respondent road plans and specifications for such crossing as herein authorized for its inspection and that it also present to this Commission such plans and specifications for such crossing for its examination and approval.

And it appearing to the Commission that the respective parties hereto have filed a deed of agreement in relation to such crossing as to the division of expense of such crossing, the Commission makes no order in relation thereto, but approves said contract so far as the same is not in conflict with any part of this order.

The Commission hereby retains full jurisdiction of the parties and the subject matter herein, with the right to make any further order in relation thereto at any time that it may become necessary so to do, and directs that when such crossing is completed according to the plans and specifications hereafter to be approved by this Commission, a report thereof shall be made to this Commission.

By order of the Commission this 18th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.  
B. A. ECKHART, *Commissioner*.  
J. A. WILLOUGHBY, *Commissioner*.

No. 679

City of St. Louis, Missouri, Petitioner

v.

Illinois Transfer Railroad Company, Respondent

*In the matter of the petition of city of St. Louis, Missouri to cross with bridge approach the Illinois Transfer Railroad Company in the city East St. Louis, Illinois, with overhead crossing.*

The petitioner herein is a municipal corporation of the State of Missouri and is authorized by Act of Congress of the United States approved June 25, 1906 by an Act entitled, "An Act to authorize the city of St. Louis, a corporation organized under the laws of the State of Missouri to construct a railroad bridge with approaches thereto across the Mississippi River from St. Louis, Missouri to a point in St. Clair County in the State of Illinois."

And it appearing to the Commission that the petition herein filed is in proper form and filed in due time by said petitioner, and that respondent road, the Illinois Transfer Railroad Company, has been duly notified as required by law and the rules of this Commission, and having filed its answer to said petition herein, and also made personal appearance by its attorneys in answer to said petition, and the Commission having jurisdiction of the respective parties hereto and the subject matter presented in such petition, and the Commission having viewed the grounds and surroundings at the point of such crossing and made full investigation with due regard to safety of life and property, and having heard said cause, and being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition herein be granted, the right-of-way having been first obtained.

The Commission further finds that the construction of such crossing at the place described in said petition and in the manner described therein will not unnecessarily impede or endanger the travel or transportation upon the respondent road so crossed at such point.

And it is further ordered that the said city of St. Louis be and it is hereby authorized to cross with an overhead crossing the respondent road, the Illinois Transfer Railroad Company, at a point on its railroad at Twenty-first Street distant about two hundred and ten (210) feet south-westwardly from the southwest line of Baker Avenue, in the city of East St. Louis in said St. Clair County which crossing is fully described in a plat or blue print attached to the petition in this cause which fully and particularly describes the manner and place of crossing and which plat is hereby referred to for certainty in relation thereto.

It is further ordered and decreed by the Commission that the petitioner herein prepare and submit to the respondent road plans and specifications for such crossing as herein authorized for its inspection and that it also present to this Commission such plans and specifications for such crossing for its examination and approval.

And it appearing to the Commission from the answer of the respondent road that they have no objection to the construction of the said overhead crossing and approach described in petitioner's petition, provided that the same is constructed at the sole expense of the petitioner and that said overhead crossing shall have a clearance of at least twenty-two (22) feet according to the rules of this Commission, it is therefore ordered and decreed by the Commission that such crossing be made at the sole expense of the petitioner here, and that its plans and specifications for such crossing provide for a clearance such as is described in the answer of the respondent road herein.

The Commission hereby retains full jurisdiction of the parties and the subject matter herein, with the right to make any further order in relation thereto at any time that it may become necessary so to do, and directs that when such crossing is completed according to the plans and specifications hereafter to be approved by this Commission, a report thereof shall be made to this Commission.

By order of the Commission this 18th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 675

Chicago & Eastern Illinois Railroad Company, Petitioner  
v.

Vandalia Railroad Company, Respondent

*In the matter of the petition of the Chicago & Eastern Illinois Railroad Company to cross the Vandalia Railroad Company in the village of Arthur, Moultrie County, Illinois, at grade.*

The petitioner herein is a railroad corporation duly organized under the laws of the State of Illinois and operates among others a main line of railroad extending from the city of Chicago, Ill., to the village of Thebes in Alexander County, Illinois, and the respondent, the Vandalia Railroad Company also owns and operates a main line of railroad extending in an east and west direction through the village of Arthur, crossing and intersecting the main line of the petitioner in said village of Arthur.

And it appearing to the Commission that the petition herein filed is in proper form and filed in due time by said petitioner and that the respondent road, the Vandalia Railroad Company has been duly notified as required by law and the rules of this Commission and having made personal appearance by its attorneys in answer to said petition, and the Commission having jurisdiction of the respective parties hereto and the subject matter presented in such petition, and the Commission having viewed the grounds and surroundings at the point of such crossing and made full investigation with due regard to safety of life and property and having heard said cause, and being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition herein be granted, the right-of-way having been first obtained.

The Commission further finds that the construction of such crossing at the place described in said petition and in the manner described therein will not unnecessarily impede or endanger the travel or transportation upon the respondent road so crossed and at such point.

And it is further ordered that the said Chicago & Eastern Illinois Railroad Company be and it is hereby authorized to cross with a second main track at grade the respondent road, the Vandalia Railroad Company, at a point on its railroad in the city of Arthur, county of Moultrie, State of Illinois, which crossing is fully described in a plat or blue print attached to the petition herein which fully and particularly describes the manner and place

of crossing and which plat is hereby referred to for certainty in relation thereto.

And it appearing to the Commission that the respective parties hereto have filed a deed of agreement in relation to such crossing as to the division of expense of such crossing, the Commission makes no order in relation thereto, but approves said contract so far as the same is not in conflict with any part of this order.

The Commission hereby retains full jurisdiction of the parties and the subject matter herein, with the right to make any further order in relation thereto at any time that it may become necessary so to do, and directs that when such crossing is completed according to the plans and specifications hereafter to be approved by this Commission, a report thereof shall be made to this Commission.

By order of the Commission this 19th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 676

Chicago & Eastern Illinois Railroad Company, Petitioner

v.

Illinois Central Railroad Company, Respondent

*In the matter of the petition of the Chicago & Eastern Illinois Railroad Company to cross the Illinois Central Railroad Company in the city of Tuscola, Illinois, with second main track at grade.*

The petitioner, the Chicago & Eastern Illinois Railroad Company is a corporation duly organized under the laws of the State of Illinois and operates among others a line of railroad extending from the city of Chicago, Illinois, to the village of Thebes in Alexander, County, Illinois, passing through the city of Tuscola in Douglas County, Illinois; it also appears that the respondent road herein, the Illinois Central Railroad, owns and operates a main line of railroad extending in a north and south direction through the city of Tuscola crossing and intersecting the line of the petitioner herein in said city.

And it appearing to the Commission that the petition herein filed is in proper form and filed in due time by said petitioner, and that the respondent road, the Illinois Central Railroad Company has been duly notified as required by law and the rules of this Commission and having made personal appearance by its attorneys in answer to said petition, and the Commission having jurisdiction of the respective parties hereto and the subject matter presented in such petition, and the Commission having viewed the grounds and surroundings at the point of such crossing and made full investigation with due regard to safety of life and property, and having heard said cause and being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition herein be granted, the right-of-way having been first obtained.

The Commission further finds that the construction of such crossing at the place described in said petition and in the manner described therein will not unnecessarily impede or endanger the travel or transportation upon the respondent road so crossed at such point.

And it is further ordered that the said Chicago & Eastern Illinois Railroad Company be and they are hereby authorized to cross at grade the respondent road, the Illinois Central Railroad Company, with a second main track at a point on its railroad in the city of Tuscola, county of Douglas, State of Illinois, which crossing is fully described in the plat or blue print attached to the petition in this cause, which fully and particularly describes the manner and place of crossing and which plat is hereby referred to for certainty in relation thereto.

And it appearing to the Commission that the respective parties hereto have filed a deed of agreement in relation to such crossing as to the division of expense of such crossing, the Commission makes no order in relation thereto, but approves said contract so far as the same is not in conflict with any part of this order.

The Commission hereby retains full jurisdiction of the parties and the subject matter herein, with the right to make any further order in relation thereto at any time that it may become necessary so to do, and directs that when such crossing is completed according to the plans and specifications hereafter to be approved by this Commission, a report thereof shall be made to this Commission.

By order of the Commission this 19th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 689

Chicago & Eastern Illinois Railroad Company, Petitioner

v.

Wabash Railroad Company, Respondent

*In the matter of the petition of the Chicago & Eastern Illinois Railroad Company to cross the Wabash Railroad Company's track in the city of Sullivan, county of Moultrie, State of Illinois at grade.*

The petitioner, the Chicago & Eastern Illinois Railroad Company is a railroad corporation duly organized under the laws of the State of Illinois and operates among others a main line of railroad extending from the city of Chicago, Illinois, to the city of Sullivan, in the county of Moultrie, State of Illinois; the respondent road herein, the Wabash Railroad Company also owns and operates a main line of railroad extending through the city of Sullivan, county of Moultrie, State of Illinois, and crossing and intersecting the said main line of railroad of the petitioner in said city.

And it appearing to the commission that the petition herein filed is in proper form and filed in due time by said petitioner, and that the respondent road, the Wabash Railroad Company has been duly notified as required by law and the rules of this Commission and having made personal appearance by its attorneys in answer to said petition, and the Commission having jurisdiction of the respective parties hereto and the subject matter presented in such petition, and the Commission having viewed the grounds and surroundings at the point of such crossing and made full investigation with due regard to safety of life and property, and having heard said cause, and being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition herein be granted, the right-of-way having been first obtained.

The Commission further finds that the construction of such crossing at the place described in said petition and in the manner described therein will not unnecessarily impede or endanger the travel or transportation upon the respondent road so crossed at such point.

And it is further ordered that the said Chicago & Eastern Illinois Railroad Company be and it is hereby authorized to cross with a second main track at grade—the tracks of the respondent road, the Wabash Railroad Company, at a point on its railroad in the city of Sullivan, county of Moultrie, State of Illinois, which crossing is fully described in a plat or blue print attached to the petition in this case, which fully and particularly describes the manner and place of crossing, and which plat is hereby referred to for certainty in relation thereto.

And it appearing to the Commission that the respective parties hereto have filed a deed of agreement in relation to such crossing as to the division

of expense of such crossing, the Commission makes no order in relation thereto, but approves said contract so far as the same is not in conflict with any part of this order.

The Commission hereby retains full jurisdiction of the parties and the subject matter herein, with the right to make any further order in relation thereto at any time that it may become necessary so to do, and directs that when such crossing is completed according to the plans and specifications hereafter to be approved by this Commission, a report thereof shall be made to this Commission.

By order of the Commission this 19th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

B. A. ECKHART, *Commissioner*.

J. A. WILLOUGHBY, *Commissioner*.

Order held for filing of contract between respective parties. Contract having been filed, order becomes effective as of original date, December 19, 1912.

Memo date April 17, 1913.

No 685

Chicago & Eastern Illinois Railroad Company, Petitioner

v.

Illinois Central Railroad Company, Respondent

*In the matter of the petition of the Chicago & Eastern Illinois Railroad Company to cross with a second main track, the track of the Illinois Central Railroad in the city of Sullivan, county of Moultrie, State of Illinois, at grade.*

The petitioner, the Chicago & Eastern Illinois Railroad, is a railroad corporation duly organized under the laws of the State of Illinois and operates among others, a main line of railroad extending from the city of Chicago, Illinois, to the city of Sullivan in Moultrie County, Illinois; it also appears that the respondent road herein, the Illinois Central Railroad Company owns and operates a main line of railroad extending through said city of Sullivan, crossing and intersecting the said main line of railroad of the petitioner in said city.

And it appearing to the Commission that the petition herein filed is in proper form and filed in due time by said petitioner, and that the respondent road, the Illinois Central Railroad has been duly notified as required by law and the rules of this Commission and having made personal appearance by its attorneys in answer to said petition, and the Commission having jurisdiction of the respective parties hereto and the subject matter presented in said petition, and the Commission having viewed the grounds and surroundings at the point of crossing, and made full investigation with due regard to safety of life and property, and having heard said cause and being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition herein be granted, the right-of-way having been first obtained.

The Commission further finds that the construction of such crossing at the place described in said petition and in the manner described therein will not unnecessarily impede or endanger the travel or transportation upon the respondent road so crossed at such point.

And it is further ordered that the said Chicago & Eastern Illinois Railroad Company be and they are hereby authorized to cross with a second main track the track of the respondent road, the Illinois Central Railroad Company in the city of Sullivan, near the present crossing of the respondent's track with the track of the petitioner at a point particularly shown on the blue print and plat attached to the petition herein and for particularity made a part hereof.

And it appearing to the Commission that the respective parties hereto have filed a deed of agreement in relation to such crossing as to the division of expense of such crossing, the Commission makes no order in relation thereto, but approves said contract so far as the same is not in conflict with any part of this order.

The Commission hereby retains full jurisdiction of the parties and the subject matter herein, with the right to make any further order in relation thereto at any time that it may become necessary so to do, and directs that when such crossing is completed according to the plans and specifications hereafter to be approved by this Commission, a report thereof shall be made to this Commission.

By order of the Commission this 19th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 681

City of St. Louis, Missouri, Petitioner

v.

East St. Louis, Columbia & Waterloo Railway Company, Respondent

*In the matter of the petition of the city of St. Louis, Missouri to cross with bridge approach the East St. Louis, Columbia & Waterloo Railway Company in the city of East St Louis, Illinois, with overhead crossing.*

The petitioner herein is a municipal corporation of the State of Missouri and is authorized by Act of Congress of the United States approved June 25, 1906, by an Act entitled, "An Act to authorize the city of St. Louis, a corporation organized under the laws of the State of Missouri to construct a railroad bridge with approaches thereto across the Mississippi River from St. Louis, Missouri to a point in St. Clair County in the State of Illinois."

And it appearing to the Commission that the petition herein filed is in proper form and filed in due time by said petitioner and the respondent road, the East St. Louis, Columbia & Waterloo Railway Company has been duly notified as required by law and the rules of this Commission, and having filed no answer or agreement in relation to said crossing in answer to said petition, the said petition is taken as true against the said respondent road in default of such answer or appearance, and the Commission having jurisdiction of the respective parties hereto and the subject matter presented in such petition, and having viewed the grounds and surroundings at the point of such crossing, made full investigation with due regard to safety of life and property, and having heard said cause and being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition herein be granted, the right-of-way having been first obtained.

The Commission further finds that the construction of such crossing at the place described in said petition and in the manner described therein will not unnecessarily impede or endanger the travel or transportation upon the respondent road so crossed at such point.

And it is further ordered that the said city of St. Louis be and it is hereby authorized to cross with an overhead crossing the respondent road, the East St. Louis, Columbia & Waterloo Railway Company, at a point on its railroad at Nineteenth Street, distant about one hundred and sixty (160) feet southwestwardly from the southwest line of Baker Avenue, in the city of East St. Louis in the county of St. Clair, which crossing is fully described in a plat or blue print attached to the petition in this cause which fully and particularly describes the manner and place of crossing and which plat is hereby referred to for certainty in relation thereto.



It is further ordered and decreed by the Commission that the petitioner herein prepare and submit to the respondent plans and specifications for such crossing as herein authorized for its inspection and that it also present to this Commission such plans and specifications for such crossing for its examination and approval.

And it appearing to the Commission that the respective parties hereto have filed no agreement as to the division of expense of such crossings, it is therefore ordered, adjudged and decreed by the Commission that such crossing be made by the petitioner at its sole expense, and that it cross said Nineteenth Street with a clear span, and that no part of the structure shall be between the property lines at said crossing on Nineteenth Street, but merely overhead girders, and that said girders shall be erected at a clearance of twenty-three (23) feet above the tracks now laid on said Nineteenth Street by the respondent road.

The Commission hereby retains full jurisdiction of the parties and the subject matter herein, with the right to make any further order in relation thereto at any time that it may become necessary so to do, and directs that when such crossing is completed according to the plans and specifications hereafter to be approved by this Commission, a report thereof shall be made to this Commission.

By order of the Commission this 19th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 673

Centralia Traction Company, Petitioner

v.

Illinois Southern Railway Company, Respondent

*Petition to cross at grade at Centralia, Illinois.*

The petitioner, the Centralia Traction Company, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad between the city of Centralia in the county of Marion and State of Illinois, to a point in the county of Washington, and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Centralia Traction Company be, and the same is hereby authorized to cross at grade (the right-of-way having first been obtained), the right-of-way and tracks of the Illinois Southern Railway Company, at a point on its railroad where said Illinois Southern Railway Company crosses South Hickory Street in the city of Centralia, Illinois, and crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation of such crossing and maintenance thereof, the Commission at this time makes no order in relation thereto.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossing protect the trolley by installing proper trolley guards.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 27th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 674

Chicago, Rock Island & Pacific Railway Company, Petitioner

v.

Michigan Central Railroad Company

Chicago & Alton Railroad Company

Atchison, Topeka & Santa Fé Railway Company, Respondents

*In the matter of petition for the approval of crossing and the approval of construction and operation of interlocking plant, between the respective roads in the city of Joliet.*

The record in this case shows that the petitioner as well as the respondent roads were all operating their respective lines of road in the city of Joliet, county of Will and State of Illinois, prior to the year 1906.

That on January 22, 1906, the city council of the city of Joliet passed ordinance No. 2219 requiring the petitioner, as well as the respondent roads, to elevate their tracks in and through the city of Joliet.

That such elevation ordinance provided the manner, place where and general terms of such elevation, and was accepted by the several railroad companies and acted upon and the tracks of said railroad companies elevated in accordance with such ordinance.

Prior to the elevation of said tracks, the Atchison, Topeka & Santa Fé Railway Company and the Chicago & Alton Railroad Company crossed the tracks of the petitioner, the Chicago, Rock Island & Pacific Railway Company, at grade, at or near the intersection of Michigan and VanBuren Streets in the city of Joliet.

The record further shows that the track elevation ordinance provided for a relocation of such crossing, and pursuant to such ordinance, said several crossings above referred to, were changed and relocated according to plat filed herein and made a part of these proceedings.

Pursuant to said ordinance, the petitioner herein and the Michigan Central Railroad Company acquired a joint right-of-way in and through the city of Joliet and the respondent companies, the Chicago & Alton Railroad Company, and the Atchison, Topeka & Santa Fé Railway Company also acquired a joint right-of-way through said city.

The record further shows that under said ordinance and said tracks as now elevated and operated, the Chicago, Rock Island & Pacific Railway and the Michigan Central Railroad right-of-way and elevated tracks cross at grade the elevated tracks of the Atchison, Topeka & Santa Fé Railway Company and the Chicago & Alton Railroad Company at a point near the intersection of Michigan and Washington Streets in the city of Joliet, all of which fully appears upon a plat filed in these proceedings, and for certainty made a part hereof.

It further appears from the record that at the intersection of the petitioner's together with the respondent railroad companies' tracks, the Chi-

cago, Rock Island & Pacific Railway Company, the Atchison, Topeka & Santa Fé Railway Company and the Chicago & Alton Railroad Company have caused to be erected by the Joliet Union Depot Company, a corporation whose stock is held by the said three railroad companies, a union station.

It further appears from the record that the petitioner herein and the respondent railroad companies have agreed upon the plans for the construction and installation of an interlocking plant at the said grade crossings of said railroad companies and the said plans have been approved by the respective railroad companies and by this Commission; and said interlocking plant is now in process of construction and installation, under and by virtue of the terms and conditions of a contract between the petitioner and the respondent roads, as to the division of expense for construction, installation and operation of said plant.

The record presents several questions of contention between the respective railroad companies for the consideration of the Commission, which are more or less difficult to solve.

*First*—The question of seniority as between the Chicago, Rock Island & Pacific Railway Company and the Chicago & Alton Railroad Company, at such crossing.

*Second*—Which railroad company shall operate, maintain and supervise the interlocking plant.

*Third*—The division of expense of maintaining the crossing frogs necessary at said elevated crossings.

*Fourth*—The question of seniority as between the Chicago & Alton Railroad Company and the Michigan Central Railroad Company.

As to the first question, it is conceded in the record that at the old crossing between the Chicago, Rock Island & Pacific Railway Company and the Chicago & Alton Railroad Company, the Chicago, Rock Island & Pacific Railway Company was the senior road. It is evident from the record in this case that the relocation of the crossings and the elevation of the tracks between these roads was a part of a general scheme of the petitioner and the respondent roads herein, and that they were directed to relocate such crossings and to elevate such tracks by the ordinance passed by the city of Joliet, Will County and State of Illinois; and this being true, the Commission holds:

That none of the respective roads lost any of their rights as to seniority on account of such relocation, under the facts shown in the record herein.

And it being conceded that the Chicago, Rock Island & Pacific Railway Company was the senior road prior to the relocation of such crossing and elevation of such tracks, it remains at the new crossing, the senior road.

The second question is a contention as to what road shall operate the interlocking plant at said crossings. It is contended upon the part of the Chicago, Rock Island & Pacific Railway Company that it being the senior road, it should be authorized to operate said interlocking plant, and for the further reason that its traffic is much heavier than any of the other roads connected with such interlocking plant, and for the further reason that the Michigan Central Railroad Company and the Atchison, Topeka & Santa Fé Railway Company, as shown by the record, desire that the said Chicago, Rock Island & Pacific Railway Company be authorized and permitted to operate said interlocking plant.

It also appears from the record and the brief of the Chicago & Alton Railroad Company that it desires to operate said interlocking plant, but wholly upon the ground that the senior road is entitled to operate such interlocking plant, and it is stated in the brief of the Chicago & Alton Railroad Company that it is a universal custom for the senior road to be permitted and authorized to operate and supervise the interlocking plant.

With these facts before us, and having already for the reasons indicated above, held that the Chicago, Rock Island & Pacific Railway Company is the senior road, it naturally follows that the Chicago, Rock Island & Pacific Railway Company should operate and supervise said interlocking plant.

As to the third question, whatever might have been the views of the Commission if the matter was up to it for original distribution of the expense for said crossing frogs, it is sufficient to say that the record here

clearly shows that an agreement was entered into between the respective roads for the distribution of such expense, and that the Chicago & Alton Railroad Company, through its Chief Engineer, agreed to stand the expense of four of the sixteen crossing frogs, and for that reason, the Commission holds that the distribution of expense as originally made, namely that the Atchison, Topeka & Santa Fé Railway Company shall stand the expense of eight of said crossing frogs, the Michigan Central Railroad Company and the Chicago, Rock Island & Pacific Railway Company jointly four of said crossing frogs and the Chicago & Alton Railroad Company four of such crossing frogs, shall stand as the distribution of expense of said crossing frogs.

The other question incidentally raised in the record and argued somewhat at length, is as to the seniority between the Michigan Central Railroad Company and the Chicago & Alton Railroad Company at their respective crossings. While it may be noted that there is no petition filed by any of the respective roads for permission to make any of these crossings, the Commission concludes that as to the Chicago, Rock Island & Pacific Railway Company, the Chicago & Alton Railroad Company and the Atchison, Topeka & Santa Fé Railway Company, they have acted upon the theory that this was a relocation of the original crossings between these roads, and that it was not necessary to file a new petition for a similar crossing on the elevated tracks. This, however, does not apply as between the Michigan Central Railroad Company and the Chicago & Alton Railroad Company, for the reason that these roads have not heretofore crossed each other, and while they urge their rights of seniority, the Commission could properly insist that either or both of them file petitions for the crossing, but in view of the fact that all the parties are before the Commission, and that this crossing is also a part of the general scheme of relocation of crossings and elevation of tracks, the Commission feels that it is entirely proper for it to take jurisdiction of the matter and dispose of it, together with the other matters presented to it, and for that purpose, will treat the record as presented by the said Chicago & Alton Railroad Company and the Michigan Central Railroad Company, as an application for approval of the crossing already installed. The record clearly shows that for many years, substantially at the same place where the tracks of the Chicago & Alton Railroad Company are now located, it has had a right-of-way and tracks, and that the Michigan Central Railroad Company has not crossed said Chicago & Alton Railroad within the city of Joliet, and if there had been no elevation of tracks or readjustment of any kind, and the Michigan Central Railroad Company had desired to cross the Chicago & Alton Railroad, it would have had to make an application to this Commission for permission to do so, and would have been, beyond all question, the junior road. The Commission does not believe that because the Chicago, Rock Island & Pacific Railway Company is the senior road as between that road and the Chicago & Alton Railroad Company, that the Michigan Central Railroad Company, can by virtue of its relations with the Chicago, Rock Island & Pacific Railway Company, be considered the senior road as well in crossing the Chicago & Alton Railroad. The principle argument made by the Michigan Central Railroad Company as to why it is the senior road and should be permitted to cross at grade the Chicago & Alton Railroad, is because it is alleged that the Chicago & Alton Railroad is located upon land belonging in whole or in part to the Michigan Central Railroad Company. The Commission does not believe that the ownership of the land upon which the respective roads heretofore have been or are now located, can in any way determine the seniority of either road. That becomes a question of right-of-way and must be determined outside of the Commission. The Chicago & Alton Railroad was so located upon this ground before the Michigan Central Railroad Company crossed it, and the Commission, for the purpose of this order, must assume that it was rightfully located upon this ground.

The Commission therefore holds, as between the Michigan Central Railroad Company and the Chicago & Alton Railroad Company, that the Chicago & Alton Railroad Company is the senior road at such crossing.

The Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the findings hereinabove made be, and the same are hereby approved and made the findings and order of the Commission.

It is further ordered that the petitioner herein together with the respondent roads be, and the same are hereby directed to comply with such findings and order of the Commission, and they are hereby directed and authorized in their dealings and operations with each other hereafter, to comply with the order and rulings herein made.

It is further ordered that their respective rights in relation to each other be, and they are hereby fixed according to such findings and order.

The Commission hereby retains jurisdiction of the subject matter and the parties in interest for the purpose of entering any further order herein that may be necessary, and directs that when said interlocking plant is completed and ready for operation, that the same shall be reported to this Commission for its approval.

By order of the Commission this 30th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### No. 581

Peoria Railway Terminal Company, Petitioner

v.

Peoria Railway Company, Respondent  
Peoria, Bloomington & Champaign Traction Co.

*In re petition to cross at grade in Peoria, Illinois.*

Now on this day comes the respective parties herein and shows to the Commission that the question involved in the petition herein, is being litigated in the courts, and that the questions involved and presented to this Commission are pending before the Supreme Court of the State of Illinois; and they further state to the Commission that it is not necessary nor do they desire that said cause remain upon the docket of this Commission longer, and therefore move the Commission to strike the same from the docket with leave to re-instate if necessary.

And the Commission being fully advised, said motion is hereby allowed and said cause is stricken from the docket with leave to re-instate by either of said parties if necessary, by giving thirty days' notice, in writing, prior to such re-instatement.

By order of the Commission this 7th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

#### No. 652

Alton & Mississippi River Belt Railway and Transportation Company,  
Petitioner

v.

East St. Louis & Suburban Railway Company, Respondent

*In the matter of petition to cross by subway at a point in St. Clair County, Illinois.*

Now on this day comes the petitioner herein and shows to the Commission that on June 19, 1912, a petition was filed herein for a subway crossing as set forth in said petition, and that such case was entitled as hereinabove entitled.

That on the day of hearing said cause, the said petitioner moved the Commission for permission to amend said petition and entitle the same, Alton & Mississippi River Belt Railway and Transportation Company v. St. Louis & Belleville Electric Railway Company, and that said motion to so amend said petition was allowed, and that said cause was heard after such amendment, and an order entered therein by this Commission dated September 23, 1912, granting the prayer of said petition.

The petitioner further shows to the Commission that afterwards it was ascertained by said petitioner that such amendment to said petition should not have been made and that it was an error of said petitioner to move for the amendment of said petition.

And now comes said petitioner and files herein an amended and supplemental petition together with a stipulation of the respective parties in relation thereto and moves this Commission to set aside said former order entered as hereinabove stated, and to permit said cause to be docketed and entered as the Alton & Mississippi River Belt Railway and Transportation Company v. East St. Louis & Suburban Railway Company, and to make an order in said cause granting the prayer of the amended and supplemental petition, filed this 7th day of January, 1913, and the Commission being fully advised.

It is therefore ordered, adjudged and decreed by the Commission that said amended and supplemental petition be, and the same is hereby permitted to be filed in place of the original and amended petition hereinbefore filed, and to take place thereof.

It is further ordered that the prayer of the amended and supplemental petition be granted and an order entered in relation thereto, effective as of September 23, 1912, being the date of the original order entered herein.

By order of the Commission this 7th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 651

Alton & Mississippi River Belt Railway and Transportation Company,  
Petitioner

v.

East St. Louis & Suburban Railway Company, Respondent

It appearing to the Commission that on the 16th day of September, 1912, an order was entered in the above entitled cause, granting the prayer of the petition, and it further appearing to the Commission, upon showing of the petitioner at this time, that such order was entered in error, and that no order should have been entered at such time in said case, and now comes the petitioner herein and files written stipulation showing that the above entitled case may stand dismissed, subject to reinstatement upon ten days' notice, and the Commission being fully advised:

It is therefore ordered, adjudged and decreed by the Commission that the order made in said cause on said 18th day of September, 1912, and filed by the secretary of this Commission on the 26th day of September, 1912, be, and the same is, hereby set aside and vacated, and said cause dismissed from the docket of this Commission with leave, upon giving the respective parties in interest ten days' notice in writing, prior to any regular monthly meeting of the Commission, to reinstate said cause for any further action said Commission may at any time deem necessary and proper to take.

By order of the Commission this 7th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

Alton & Mississippi River Belt Railway and Transportation Company,  
Petitioner

v.

East St. Louis & Suburban Railway Company, Respondent

*In the matter of petition to cross by subway at a point in St. Clair County,  
Illinois*

The petitioner, the Alton & Mississippi River Belt Railway and Transportation Company, is a corporation organized and existing under the laws of the State of Illinois, for the purpose of constructing a railroad from a point in the county of St. Clair on the Eastern Inner Harbor Line of the Mississippi River as established by the War Department in 1903, opposite the city of St. Louis, to a point in Alton in the county of Madison and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is, hereby granted.

It is further ordered that the petitioner, the Alton & Mississippi River Belt Railway and Transportation Company be, and the same is, hereby authorized to cross underneath (the right-of-way having first been acquired) the right-of-way and tracks of the respondent road, namely, the East St. Louis & Suburban Railway Company (on the Rock Road to Belleville) at a point in a strip of land in St. Clair County, State of Illinois, 100 feet wide, being 50 feet on each side of the center line of the Alton & Mississippi River Belt Railway and Transportation Company as located at a point in the southwest quarter of Section 7, Township 1 North, Range 8 West, containing fifteen-hundredths of an acre, which crossing shall be 22 feet more or less beneath the Turnpike Roadway 66 feet wide, having one track of the East St. Louis & Suburban Railway Company on each side thereof, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It is further ordered that the said petitioner shall present to this Commission for its examination and approval, plans and specifications for said underneath crossing, and that said petitioner also furnish to the respondent road a copy of said plans and specifications for examination; and that said underneath crossing shall not be constructed until such plans and specifications have been presented to and approved by this Commission.

It is further ordered, adjudged and decreed by the Commission that the secretary of this Commission present to the petitioner herein a bill for \$30, being the expense of such Commission in viewing said crossing.

It is further ordered, adjudged and decreed by the Commission that this order entered of this 7th day of January, 1913, be, and the same is instead and in place of an order entered in this case on the 23d day of September, 1912, and vacates said original order, this order becoming effective at the date of said original order and in full force and effect from that date.

The Commission retains full jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 7th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 687

The Peoria & Eastern Railway Co., Petitioner  
v.

Bloomington, Decatur & Champaign Railway, Respondent

*In the matter of petition to cross at grade at Madison Street, Bloomington, Illinois.*

The petitioner, The Peoria & Eastern Railway Company, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad in the city of Bloomington, county of McLean, and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Peoria & Eastern Railway Company be, and the same is hereby authorized to construct a side track and cross with the same the tracks of the Bloomington, Decatur & Champaign Railway Company, at a point on its railroad at Madison Street, in the city of Bloomington and State of Illinois, on the south side of main track of the Peoria & Eastern Railway Company, such crossing being fully and particularly described by plat or blue print attached to petition herein and referred to for certainty as to location of said proposed crossing.

It is further ordered that said side track and crossing be constructed at the expense of the petitioner herein.

It is further ordered, adjudged and decreed by the Commission, that the petitioner and respondent, in making such crossing, shall erect at a sufficient height from such crossing, the trolley wires of the respondent road herein, in accordance with the rules and regulations of this Commission, and the respondent road shall at such crossing, protect the trolley by installing proper trolley guards, which installation and arrangement of such trolley wires, shall be at the expense of the petitioner herein.

The Commission at this time makes no order in relation to protection of said crossing, but reserves the matter and character of protection of crossing for future consideration.

The Commission hereby retains full jurisdiction of the subject matter and of the parties hereto, for the purpose of making any further order at any time it may become necessary so to do.



By order of the Commission this 7th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 653

Alton & Mississippi River Belt Railway and Transportation Company,  
Petitioner

v.

St. Louis & Belleville Electric Railway Company, Respondent

*In the matter of petition to cross by subway in St. Clair County, Illinois.*

The petitioner, the Alton & Mississippi River Belt Railway and Transportation Company, is a corporation organized and existing under the laws of the State of Illinois, for the purpose of constructing a railroad from a point in the county of St. Clair on the Eastern Inner Harbor Line of the Mississippi River, as established by the War Department in 1903, opposite the city of St. Louis, to a point in Alton in the county of Madison, and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of the Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Alton & Mississippi River Belt Railway and Transportation Company be, and the same is hereby authorized to cross by subway (the right-of-way having first been obtained), the right-of-way and tracks of the respondent road, namely the St. Louis & Belleville Electric Railway Company at a point in its railway 700 feet, more or less, southeasterly from the west section line of section seven, township one north, range eight west, St. Clair County, and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It is further ordered that the said petitioner shall present to this Commission for its examination and approval, plans and specifications for said subway crossing, and that said petitioner also furnish to the respondent road a copy of said plans and specifications for examination; and that said subway crossing shall not be constructed until such plans and specifications have been presented to and approved by this Commission.

It appearing to the Commission that the respective parties herein have entered into an agreement in relation to the expense of installation and maintenance of such crossing, the Commission at this time make no order in relation thereto, and approves such agreement so far as it is in harmony with this order.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 14th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 667

The Metropolitan West Side Elevated Railway Company, Petitioner

v.

Suburban Railroad Company, Respondent

*Petition to cross at grade on Fifty-second Avenue near Twenty-second Avenue, Cicero, Illinois*

The petitioner, the Metropolitan West Side Elevated Railway Company, is a corporation organized and existing under the laws of the State of Illinois, and is engaged in the construction of a railroad from a point in Chicago, in the county of Cook, to a point in the town of Cicero, in the county of Cook and State of Illinois.

It appearing to the Commission that the petition herein had been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Metropolitan West Side Elevated Railway Company be, and the same is, hereby authorized to cross at grade (the right-of-way having first been acquired) the right-of-way and tracks of the respondent road, namely, the Suburban Railroad Company, at a point in Fifty-second Avenue, 136 feet to 206 feet north of the north line of Twenty-second Street, in the town of Cicero, county of Cook and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It further appearing to the Commission that by an order entered on the 7th day of November, 1912, the petitioner was required to submit before the first day of December, 1912, plans for an interlocking plant at said crossing; and,

Whereas, pursuant to said order the said petitioner has submitted plans covering the construction and installation of an interlocking plant at said crossing to this Commission, and said plans having been examined, amended and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed that the said Metropolitan West Side Elevated Railway Company be, and the same is, hereby authorized to construct and install according to said plans as amended, said interlocking plant, and when same is completed, said company shall report the same to this Commission for its approval.

It further appearing that the respective parties have entered into an agreement as to the division of expense of installation, maintenance and operation of said interlocking plant, the Commission makes no order in relation thereto.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 27th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 542

Railroad and Warehouse Commission

v.

Chicago, Peoria & St. Louis Railway Company of Illinois

Chicago & Alton Railroad Company

Baltimore & Ohio Southwestern Railroad Company

Illinois Central Railroad Company

*In re protection of crossing at Third and Madison Streets,  
Springfield, Illinois*

This proceeding was begun by a citation issued by this Commission against the Chicago, Peoria & St. Louis Railway Company of Illinois, the Chicago & Alton Railroad Company, the Baltimore & Ohio Southwestern Railroad Company and the Illinois Central Railroad Company, to show cause why, if any, there should not be additional protection at the crossing of said roads, and the congestion in transportation relieved, at the terminals of the Chicago & Alton Railroad Company at Third and Madison Streets, Springfield, Illinois. All of said respondent railroad companies were properly served with notice and made personal appearances at the hearing of said cause; a number of conferences were held between parties in interest and the engineer of this Commission, which resulted in a report by our engineer that owing to the peculiar situation at this point, the terminals of the various roads, location of tracks, etc., it would be impractical to install an interlocking plant at this point on account of the fact that passenger terminals of the Chicago & Alton Railroad Company were at a point about 350 feet south of the crossing and the passenger terminals of the other railroads are about 700 feet east of the crossing.

It also appearing to the Commission from the evidence heard that by reason of the location of the terminals, all trains approaching this crossing approach under control, therefore the danger at said crossing is as low as could be made under present conditions, even with an interlocking plant.

The record shows that the switch yards and freight and passenger terminals of the Chicago & Alton Railroad Company were established where now located, many years ago; that a very large investment has been made in such terminals at said point, and it is contended by the respondent Chicago & Alton Railroad Company that it would be a heavy loss to said company if compelled to abandon said location.

Plans were presented to the Commission for additional protection at said crossing and approved by the engineer of this Commission, and while such plans are not approved as a permanent protection, they are accepted as the best means, at this time, of rendering more safe the passage of trains over this crossing, which additional protection has been installed and is now being operated reasonably successful at said point, and has materially decreased the danger thereat.

It further appears from the record that the Chicago & Alton Railroad Company has plans prepared and the right-of-way acquired, and arrangements made for a belt line around Springfield, whereby all through traffic will be diverted to the south and east of Springfield, and the number of train movements over said crossing at Third and Madison Streets will be materially decreased, and the danger thereby reduced to a minimum.

It also appears from the record that the said Chicago & Alton Railroad Company is improving and enlarging its switch yards a few miles out of the

city, and that a large amount of switching and work that was formerly done at said crossing is being done now in said yards, thereby further reducing the movements at said crossing.

The Commission having very carefully investigated this entire subject matter from all of its various angles, it being in many respects complicated, and believing that the respective parties are, as rapidly as possible at this time, reducing the number of movements at said crossing, and that said crossing is protected in as practical a way as possible at this time, the Commission is of the opinion that no order for further protection should be made now, with the understanding that the said several roads will proceed to carry out the suggestions and arrangements set forth in the record and referred to herein.

The case is therefore dismissed.

By order of the Commission this 27th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 537

Elgin, Joliet & Eastern Railway Company, Petitioner  
v.

Chicago & Southern Traction Company, Respondent

Comes the petitioner, by Knapp & Campbell and John R. Cochran, its attorneys, and comes also the respondent, by L. A. Busby, its president and attorney, and this cause having by agreement of the parties hereto at the meeting of this Commission, held on the 7th day of January, 1913, been set down for final hearing and disposition at this time, and the parties being present and represented as aforesaid, the Commission having heard the evidence of the parties and argument of counsel and being fully advised in the premises, doth hereby order that the respondent, Chicago & Southern Traction Company, at its own sole cost and expense, may cross the railroad of the petitioner, Elgin, Joliet & Eastern Railway Company, underneath the tracks of said petitioner at a point approximately three thousand five hundred (3,500) feet west of the west line of Chicago Road, which last mentioned street is in the city of Chicago Heights, Cook County, Illinois, and said point of crossing being the present bridge of the petitioner over the stream of water commonly called Thorn Creek.

It is further ordered that if the respondent shall not on before the first day of July, 1913, commence the work of constructing the crossing above described and thereafter prosecute said work with reasonable diligence so as to insure the completion of said crossing in a condition so that the cars of respondent may be safely operated thereon not later than the first day of January in the year 1914, then the respondent shall remove the rails and other equipment constituting the railroad crossing of the petitioner and the respondent in and upon West End Avenue in the said city of Chicago Heights, and should said respondent fail to remove said crossing, then the petitioner, Elgin, Joliet & Eastern Railway Company, is hereby authorized and directed to remove said rails and other equipment constituting the railroad crossing of the petitioner and the respondent in and upon said West End Avenue in the city of Chicago Heights aforesaid.

It is further ordered by the Commission that if the respondent shall comply with this order, then it, the respondent, may use and operate the existing crossing in West End Avenue over the railroad tracks of the petitioner until the first day of July, 1913, and thereafter until the date above specified for the completion of the crossing herein provided for.

It is further ordered that the respondent pay the costs of this proceeding and that in the event said crossing last mentioned is removed by the petitioner, the respondent pay the expenses and the cost thereof to the petitioner.

It is further ordered that the rights of the petitioner under the order of this Commission entered on the 17th day of June, 1911, and its rights under prior orders of this Commission, in regard to the manner of the crossing of the railroads of the petitioner and the respondent at Chicago Heights, shall in no manner be abridged, modified or affected by the entry of this order, but if within ten (10) days from this date the said respondent shall file with the secretary of this Commission the agreement of the respondent to comply with the above order of this Commission upon the terms and conditions as above provided, then this order shall supersede all previous orders of this Commission in the matter of the crossing of the railroads of the petitioner and the respondent within the said city of Chicago Heights.

The Commission does hereby retain full and exclusive jurisdiction of the parties hereto and of the subject matter until such time as the order herein has been fully and completely executed.

By order of the Commission this 14th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### No. 71

Michigan Central Railroad Company, Petitioner

v.

Chicago & Southern Traction Company, Respondent

Now comes the petitioner, by Winston, Payne, Strawn & Shaw, its attorneys, and the respondent, by L. A. Busby, its president and attorney, and this cause having by agreement of the parties hereto at the meeting of this Commission, held on the 7th day of January, 1913, been set down for final hearing and disposition at this time, and the parties being present and represented as aforesaid, the Commission having heard the evidence of the parties and argument of counsel and being fully advised in the premises, doth hereby order that the respondent, Chicago & Southern Traction Company, at its own sole cost and expense, may cross the railroad of the petitioner, Michigan Central Railroad Company, underneath the railroad tracks of said petitioner, at a point approximately three thousand five hundred (3,500) feet west of the west line of Chicago Road, which last mentioned street is in the city of Chicago Heights, Cook County, Illinois, and said point of crossing being the present bridge of the petitioner over the stream of water commonly called Thorn Creek.

It is further ordered that if the respondent shall not on or before the first day of July, 1913, commence work of constructing the crossing above described and thereafter prosecute said work with reasonable diligence so as to insure the completion of said crossing in a condition so that the cars of respondent may be safely operated thereon not later than the first day of January in the year 1914, then the respondent shall remove the rails and other equipment constituting the railroad crossing of the petitioner in and upon West End Avenue in the said city of Chicago Heights, and should said respondent fail to remove said crossing, then the petitioner, Michigan Central Railroad Company, is hereby authorized and directed to remove said rails and other equipment constituting the railroad crossing of the petitioner and the respondent in and upon said West End Avenue in the city of Chicago Heights aforesaid.

It is further ordered by the Commission that if the respondent shall comply with this order, then it, the respondent, may use and operate the existing crossing in West End Avenue over the railroad tracks of the petitioner until the first day of July, 1913, and thereafter until the date above specified for the completion of the crossing herein provided for.

It is further ordered that the respondent pay the costs of this proceeding and that in the event said crossing last mentioned is removed by the petitioner, the respondent pay the expenses and the cost thereof to the petitioner.

It is further ordered that the rights of the petitioner under the order of this Commission entered on the 17th day of June, 1911, and its rights under prior orders of this Commission, in regard to the manner of the crossing of the railroads of the petitioner and the respondent at Chicago Heights, shall in no manner be abridged, modified or affected by the entry of this order, but if within twenty days from this date the said respondent shall file with the secretary of this Commission the agreement of the respondent to comply with the above order of this Commission upon the terms and conditions as above provided, then this order shall supersede all previous orders of this Commission in the matter of the crossing of the railroads of the petitioner and the respondent within the said city of Chicago Heights.

The Commission does hereby retain full and exclusive jurisdiction of the parties hereto and of the subject matter until such time as the order herein has been fully and completely executed.

By order of the Commission this 14th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 610

Springfield Consolidated Railway Company, Petitioner

v.

Chicago & Alton Railroad Company, Respondent

*In the matter of petition to cross at grade with second track at Fifth and Rafter Streets, Springfield, Illinois.*

The petitioner herein is a street railroad corporation and authorized to do a street railroad business under the laws of the State of Illinois, and is operating a street railroad line in the city of Springfield, county of Sangamon and State of Illinois.

The petition herein asks for a grade crossing with the tracks of the Chicago & Alton Railroad Company at Fifth and Rafter Streets, in the city of Springfield, and State of Illinois.

The record shows that for many years the petitioner has had a single track crossing at grade over the Chicago & Alton Railroad Company tracks at Fifth and Rafter Streets, and shortly prior to the filing of this petition, obtained an ordinance from the city of Springfield granting it the right, and privilege to change said single main track crossing to a double track crossing at grade at said point.

The record further shows that the Chicago & Alton Railroad Company, at about the same time, entered into an agreement with the said petitioner, permitting it to cross with a double track at the same point where it had heretofore crossed with a single track, and in accordance with the franchise rights of the petitioner.

The Commission viewed the place of such crossing, and after viewing said premises, called an informal meeting of the petitioner, representatives of the city of Springfield and the respondent, Chicago & Alton Railroad Company, for the purpose of discussing the possibility and probability of a separation of grades at this point. Several such conferences were held and different propositions submitted both by the petitioner, the respondent, the city authorities and the Commission, for consideration, and hearings were had from time to time upon the various plans submitted. The question of a subway was favored by a portion of the city authorities and citizens, and opposed by a large number of citizens nearby said crossing, at these several hearings.

Without going into detail as to the results of such several conferences, it is sufficient to say that the respective parties in interest were unable to agree and that no practical or feasible plan for the separation of grades at this point seems possible at this time, and the only question left for the Commission, is whether or not the prayer of petition should be granted.

As heretofore stated, a single track of the petitioner has crossed at grade the respondent road for many years, at this point, this the Commission has no power to change. A second track was built across the respondent road by the petitioner, as it appears from the record, without the knowledge that the consent of this Commission was necessary therefor, and while the Commission would very much prefer a separation of grades at this point, it believes that the agitation thus started and the plans which have been heretofore submitted, will eventually result in a separation of grades, and from the further fact that an additional track crossing the respondent road will decrease rather than increase the danger at said crossing, the Commission finds—

That under all the circumstances as presented in the record herein, that the prayer of the petition should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the petitioner be, and the same is hereby authorized to cross the tracks of the Chicago & Alton Railroad Company at Fifth and Rafter Streets, Springfield, Ill., according to the ordinance granted said petitioner by the city of Springfield and the agreement with the respondent road.

It is further ordered by the Commission that the said petitioner pay any necessary expense of keeping and maintaining such crossing unless the same is otherwise provided for in agreement with the respondent road.

By order of the Commission this 20th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 630

St. Louis, Peoria & Northwestern Railway Company, Petitioner

v.

Peoria Railway Terminal Company, Respondent

*In re approval of plans covering overhead crossing near Peoria, Illinois*

Now on this day comes the St. Louis, Peoria & Northwestern Railway Company and files with this Commission detailed plans for the erection of an overhead crossing near Peoria, Illinois, as set forth in petition and blue prints filed herein, Nos. 10557, 10558, 10591, 10635 and 10705.

And it appearing that the said plans have been examined by the Consulting Engineer of this Commission and approved by him as being proper and sufficient for such overhead crossing, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed that the said detailed plans, and each of them, be, and the same are, hereby approved.

It further appearing to the Commission from the contract and pleadings filed, that the division of costs and maintenance has been agreed upon by the respective parties, no order is made in relation thereto.

By order of the Commission this 26th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 699

St. Louis, Springfield & Peoria Railroad  
 v.  
 Chicago & Alton Railroad Company  
 and  
 Illinois Central Railroad Company

*Petition to cross the defendant roads at grade and enter the interlocker of defendant roads in the city of Lincoln, county of Logan, State of Illinois*

The petitioner, the St. Louis, Springfield & Peoria Railroad, is a corporation organized under the laws of the State of Illinois and authorized as such to construct and operate an electric railway through the counties of Sangamon and Logan, in the State of Illinois, and that as such railroad corporation in the construction and operation of its said road crosses at grade the Chicago & Alton and the Illinois Central Railroad at Athol in the city of Lincoln, county of Logan, State of Illinois.

And it appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that all parties of interest are properly before the Commission and the subject matter being within the jurisdiction of the Commission, and the Commission having heretofore viewed the premises at the point of crossings as shown by the petition and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised, and it appearing that such crossing at such point with the protection hereinafter provided for will not unnecessarily impede or endanger the travel or transportation on either of said railroads so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the commission that the prayer of the petitioner be and the same is hereby granted. And it further appearing to the Commission that crossing of said petitioner at the point shown on the plat attached to the contract between the petitioner and Chicago & Alton Railroad Company, which contract is attached to the petition herein, is practically at the crossing of the said Chicago & Alton Railroad and the Illinois Central Railroad Company, and that said crossing is at present protected by an interlocking plant owned and operated by the Chicago & Alton Railroad Company and the Illinois Central Railroad Company.

And it further appearing to the Commission by contract filed in this cause between the respective parties hereto that the said Chicago & Alton Railroad Company and the Illinois Central Railroad Company have agreed with the petitioner upon plans for extension and enlargement and improvement of the present interlocking system now at Athol, at such crossing governing the operation of the respective lines so as to include lines and road of the petitioner.

And the Commission having examined such plans and specifications for such interlocker hereby approves the same, and it further appearing to the Commission that the said petitioner's road now, and for some years past on a temporary order of this Commission has been crossing the tracks of the Chicago & Alton Railroad Company and the Illinois Central Railroad Company near the same point where the said crossing herein permitted is allowed, and that such crossing heretofore has been without any protection.

It is therefore further ordered by the Commission that the said petitioner herein, within sixty (60) days from this day, complete its crossing as prayed for in said petition, and that said interlocker be improved and enlarged so as to properly protect the petitioner herein in crossing said roads, and that after sixty (60) days from this date it cease to cross the said respective roads unless it crosses the same as prayed for in this petition, and protected by said interlocker as herein provided for.

It is further ordered by the Commission that as soon as such interlocker is completed that the said petitioner report said fact to this Commission.



And it appearing to the Commission by a contract filed herein between the petitioner and the Chicago & Alton Railroad and the Illinois Central Railroad Company that the manner of the construction of such interlocking plant and extension thereof for the protection of the petitioner, together with the cost thereof of maintenance and operation as well, make no order in relation thereto, but approve the contract herein filed, or so far as the same relates to the construction, operation and maintenance and is not in conflict with this order.

By order of this Commission this 6th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*.  
J. A. WILLOUGHBY, *Commissioner*.

No. 576

St. Louis, Springfield & Peoria Railroad

v.

Chicago & Alton Railroad Company

and

Illinois Central Railroad Company

*Petition to cross at grade in the city of Lincoln, county of Logan, State of Illinois*

Now on this day comes the petitioner herein and shows to the Commission that the petition heretofore filed in this cause, and as a result of such hearing on July 10, 1908, an order was entered herein providing for the construction of a subway immediately under the crossing of the tracks of the Chicago & Alton Railroad Company and the Illinois Central Railroad in the city of Lincoln, and provided that temporary grade crossing might be installed and operated until September 1, 1909, and the petitioner herein further shows to the Commission that the petitioner after such order was made undertook to obtain an ordinance and permission from the city of Lincoln, county of Logan, State of Illinois, to construct such subway, which permission was refused by said city of Lincoln, and they further show to the Commission that on account of the sewer pipes and water pipes and streets in the city of Lincoln, after numerous attempts and numerous plans having been submitted, it was finally determined by the city council of the city of Lincoln that it was impractical, if not entirely impossible, to permit such subway to be built, and thereupon said city council refused the petitioner herein permission to construct such subway, and also refused permission to cross the streets or property controlled by the said city of Lincoln.

And it further appearing to the Commission from the record herein that such petitioner was refused permission to construct such subway, and have been unable to cross the said Chicago & Alton Railroad and Illinois Central Railroad according to said original order of this Commission, and it further appearing to the Commission that since the making of such order the said petitioner has agreed with the respective railroads, to-wit: the Chicago & Alton Railroad and the Illinois Central Railroad, to cross their respective tracks, practically at the same point where their respective roads cross each other at Athol, city of Lincoln, county of Logan, State of Illinois, and that according to said agreement entered into between the respective parties as shown to the Commission, the said petitioner shall be permitted to cross said roads at grade, but that said crossing of respective roads shall be protected by a modern and up-to-date interlocking plant; such interlocking plant being now in operation between the said Chicago & Alton Railroad and the Illinois Central Railroad, which, under said agreement, shall be enlarged sufficiently to fully protect the three said roads at said crossing.

And the said petitioner herein shows to the Commission that they have filed herein a new petition for such crossing, together with the contracts with the respective railroads for crossing the tracks of said railroads; also providing for full and complete protection by an interlocking plant to be con-

structed, operated and maintained by the said roads at said crossing, and asks the Commission for leave to dismiss the petition herein.

The Commission having examined the record herein and also having examined the new petition filed herein together with the contracts filed with the same, and being fully advised, find that under the circumstances and facts as presented herein, the public will be best served by permitting this petition to be dismissed and the orders herein above made vacant for the reasons above indicated, and that the prayer of said new petition be granted with the protection referred to in said contracts.

It is further ordered that the petition herein be dismissed and the orders heretofore entered, vacated.

By order of this Commission this 6th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 578

Pekin & Petersburg Interurban Ry. Co.  
v.

Chicago & Alton Railroad Company

*Petition for a grade crossing in the city of Pekin, Illinois*

The petition in this cause was filed with the Commission on March 22, 1911, and was placed on the docket for hearing at the following term. For various reasons, which are not necessary at this time to mention, the case was continued from time to time, no hearing had thereon, and at the August meeting, 1912, the case was stricken from the docket, with leave to reinstate by giving thirty days notice. About January 1, 1913, notice was given for the redocketing of the case and it was placed on the docket pursuant to such notice.

The respondent road in its answer and brief and reasons assigned why such case should not be further heard, set up the fact that the ordinance obtained by the Pekin & Petersburg Interurban Railway Company for a franchise in the city of Pekin had been by the city of Pekin repealed, and that the petitioner had no right under and by virtue of such franchise to cross the defendant's road in the city of Pekin, and in fact had no right to operate a road in the city of Pekin, and moved to dismiss the cause for that and other reasons.

The original ordinance together with the repealing ordinance and the record in relation thereto by the city of Pekin was offered in evidence and appears in the record, and if it is fact as contended by the respondent road that the franchise of the petitioner in the city of Pekin is repealed, and that the petitioner has no right to operate in the city of Pekin, nor to build a road at the point obtained for a crossing from the defendant road, then it will be useless at this time at least, to go into the merits as to whether or not the prayer of the petitioner should be granted. We will turn our attention first to the record in relation to the ordinance.

On December 9, 1910, an ordinance was passed by the city of Pekin, granting certain rights and privileges to the Pekin & Petersburg Interurban Railway Company, the petitioner herein, on certain conditions. On January 4, 1911, that company filed its written acceptance of the ordinance. The ordinance provided that the company might build and operate a railway on certain streets in the city of Pekin, work to be completed and operation to be commenced on certain streets within seven months after the passage and acceptance of the ordinance; other parts to be completed and operation to be begun in one year after the passage and acceptance of the ordinance, and the whole line to be completed and operation to be begun within two years.

On March 22, 1911, a petition was filed with the Commission for the right to cross the Chicago & Alton tracks in the city of Pekin. Although urged by the Commission, no bearing was had or action taken in the

matter until August 6, 1912, when the petition was dismissed, with leave to the petitioner to reinstate upon thirty days' notice.

On May 27, 1912, the city council of Pekin passed an ordinance amending the ordinance of December 9, 1910, whereby the company was granted additional time within which to complete the work, but it was also required to give a bond to secure the completion of the construction and the operation of the several lines within certain periods of time. This ordinance was never accepted by the company. It is stated in petitioner's brief that the company's storage batteries gave out, and as these batteries had to be made to order, it was impossible to comply with the requirements of this ordinance, and the bond required in that ordinance was never put up, nor was any written acceptance of the ordinance filed by the Company.

On July 29, 1912, the city council of Pekin passed an ordinance revoking and declaring forfeited all rights granted to the company in the two ordinances above mentioned. By section 21 of the ordinance of December 9, 1910, the passage of the ordinance, and its acceptance by the company, made a binding contract between the parties. The provision is also made in the ordinance of May 27, 1912. Section 16 of the ordinance of December 9, 1910, is as follows:

"SECTION 16. This franchise is granted upon the express condition that said Pekin & Petersburg Interurban Railway Company, its successors or assigns, will within seven (7) months from the passage of this ordinance complete and commence to operate its line from Court Street to Derby Street, thence on Derby Street to Glenwood Street, and thence on Glenwood Street to the southern limits of said city; and to complete and commence to operate within one (1) year from the passage of this ordinance, the Court Street line, and to complete and commence to operate its whole system within said city within two (2) years from the passage of this ordinance, and for a failure so to do the franchise hereby granted may be declared null and void, and revoked and cancelled at the option of the city council of said city of Pekin."

Under this section it is clear that the company agreed to complete and commence to operate certain parts of this proposed line within seven months, other parts within one year, and the whole system within two years, and if it failed so to do, the city of Pekin might declare null and void the franchise granted. I believe the clear intent of the parties, as expressed in this section, is that on a failure to comply with any one of those three conditions, namely, to complete one part within seven months, another part within one year, and the whole within two years, the city might declare the franchise null and void. From the ordinance passed May 13, 1912, it would appear that the company failed to comply with either the first or second condition in said section 16 of the ordinance of December 9, 1910. At the time of the passage of the repealing ordinance, the ordinance of July 29, 1912, two years from the date of the passage and acceptance of the original ordinance had not elapsed, so that if the repealing ordinance is valid, it must be by reason of the failure of the company to comply with either or both of the first two conditions mentioned in section 16 of the original ordinance.

The ordinance of December 9, 1910, was acted upon in a substantial manner, and even though the ordinance did not so state, it would still constitute a valid and binding contract. (*Chicago v. Oak Park Elevated Railroad Company*, 250 Ill., 497; *Peoria Railway Company v. Peoria Terminal Company*, 252 Ill., 81.)

From petitioner's statement, a car was run on a part of their line on August 23, 1911. This car got beyond control of the operator, and on the next day, August 24, 1911, the car was started again, but this time it jumped the track and was damaged to some extent. This appears to be all that any part of the line or lines was operated until August 9, 1912. The times stated in the ordinance for the completion of the lines were conditions subsequent, and the failure of the company to comply with any of these conditions gave the city the right to rescind the contract. (*Belleville v. Citizens' Horse Ry. Co.*, 152 Ill., 187.)

The city, by the ordinance of May 27, 1912, granted an extension of time to, and imposed additional burdens upon the company. If the com-

pany were not in default on this contract the city could not add new burdens. Inasmuch as the company was in default, under the original ordinance, there is no reason why the city could not impose new conditions to secure a compliance with the provisions in the second ordinance, as to the extended time. However, that ordinance was never accepted, and that question is not material. The company being in default under the original ordinance, and not having accepted the ordinance of May 27, 1912, the city could pass an ordinance annulling the contract, the terms of which are represented by the ordinance of December 9, 1910, and the acceptance thereof. (*Belleville v. Citizens' Horse Railway Company*, 152 Ill., 187). This was done by the ordinance of July 29, 1912, and it being practically admitted in the record that the first and second provisions in section 16 in the original ordinance, with reference to the time within which the different parts of the lines were to be completed, were not complied with by the company, the franchise is therefore null and void and the ordinance of December 9, 1910, is repealed by the ordinance of July 29, 1912, unless the city has by its own act directly or indirectly caused such delay, or the delay is excused by some one or more of the provisions of section 17 of the ordinance of December 9, 1910. It is not claimed that the delay has been occasioned by court proceedings, and the only act complained of, whereby the city directly or indirectly caused the delay, was the act of the mayor of the city, when he said, "You can run your line the way it is now, but if you attempt to lay any more tracks, I will have you thrown in jail." This was said a couple of weeks after the passage of the ordinance declaring the contract null and void.

Numerous reasons are assigned why the work was delayed, such as agitation of people about the pavement, difficulty with sale of the bonds and inability to get new storage batteries. These reasons may be properly urged to show the good faith of the company if that question were involved, but they cannot amount to anything more. The only other question that can arise is, had the city prior to the passage of the repealing ordinance waived its right to cancel contract? Mere delay in declaring forfeiture where it does not lead to any material change in the situation will not bar the city (*McQuillan Municipal Ordinances*, Sec. 541). We are, therefore, of the opinion that while the city of Pekin may intend to later reconsider their action, inasmuch as it is claimed they have received their percentage of the gross receipts of the company since August, 1912, and while it may grant to the company a franchise to construct and operate its system, the petitioner in our judgment has not at this time shown that it has any franchise or legal right to construct or operate a railroad across the defendant's railroad in the city of Pekin, and without passing upon the merits or demerits of that question, if we would make an order now authorizing petitioner to cross at grade as prayed for in the petition it could be of no value to the petitioner, and no rights will be lost by these proceedings, for at any time should the petitioner get a franchise from the city of Pekin it can file its petition before this Commission for crossing; and conditions might materially change by that date so that an order made today that would be entirely proper might be entirely improper in a very short period if conditions changed in the city of Pekin.

Therefore, the petition will be denied, and dismissed without prejudice. By order of the Commission this 20th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 696

Wabash Railroad Company, Petitioner

v.

Chicago, Terre Haute & Southeastern Railway Company, Respondent

*In re petition to cross overhead at Danville, Illinois*

The petitioner, the Wabash Railroad Company, is a railroad corporation duly organized under the laws of the State of Illinois and as such operates a

main line extending from the city of Danville, Ill., eastwardly through the county of Vermilion to the Illinois-Indiana State line.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is, hereby granted.

It is further ordered that the petitioner, the Wabash Railroad Company, be and the same is hereby authorized to cross overhead with a second main track (the right-of-way having first been obtained) the track of the respondent road, namely, the Chicago, Terre Haute & Southeastern Railway Company, at a point near the city of Danville, county of Vermilion and State of Illinois, near the present crossing of respondent's tracks with the tracks of the petitioner, such crossing being more fully and particularly described by the blue print attached to said petition, marked Exhibit "A," and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation of such crossing and maintenance thereof, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 29th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 695

Wabash Railroad Company, Petitioner

v.

Cleveland, Cincinnati, Chicago & St. Louis Railway Company, Respondent

*In re petition to cross by subway near Worden, Illinois*

The petitioner, the Wabash Railroad Company, is a railroad corporation duly organized under the laws of the State of Illinois and as such operates a main line extending from the city of East St. Louis, Ill., to and through the county of Madison and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the

Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is, hereby granted.

It is further ordered that the petitioner, the Wabash Railroad Company be, and the same is, hereby authorized to cross by subway with a second main track (the right-of-way having first been obtained) the track of the respondent road, namely, the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, at a point near the city of Worden, in the county of Madison and State of Illinois, near the present crossing of the respondent's track with the track of the petitioner, such crossing being more fully and particularly described by the blue print attached to said petition, marked Exhibit "A," and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation of such crossing and maintenance thereof, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 29th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 694

Wabash Railroad Company, Petitioner

v.

Illinois Central Railroad Company, Respondent

*In re petition to cross overhead with a second main track at  
Monticello, Illinois*

The petitioner, the Wabash Railroad Company, is a railroad corporation duly organized under the laws of the State of Illinois and as such operates a main line extending from the city of East St. Louis, Ill., to and through the county of Piatt and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is, hereby granted.

It is further ordered that the petitioner, the Wabash Railroad Company, be, and the same is, hereby authorized to cross overhead with a second main track (the right-of-way having first been obtained) the track of the respondent road, namely, the Illinois Central Railroad Company, at a point within the city of Monticello, county of Piatt and State of Illinois, near the

present crossing of the respondent's track with the track of the petitioner, such crossing being more fully and particularly described by the blue print attached to said petition, marked Exhibit "A," and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation of such crossing and maintenance thereof, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 29th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.  
B. A. ECKHART, *Commissioner*.  
J. A. WILLOUGHBY, *Commissioner*.

No. 693

Wabash Railroad Company, Petitioner  
v.  
Decatur Railway and Light Company  
Illinois Central Traction Company  
Respondents

*In re petition to cross at grade with second main track at West Main Street,  
Decatur, Illinois*

The petitioner, the Wabash Railroad Company, is a railroad corporation duly organized under the laws of the State of Illinois and as such operates a main line extending from the city of East St. Louis, Ill., to and through the city of Decatur, county of Macon and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And this Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is, hereby granted.

It is further ordered that the petitioner, the Wabash Railroad Company, be, and the same is, hereby authorized to cross at grade with a second main track (the right-of-way having first been obtained) the track of the respondent roads, namely, the Decatur Railway and Light Company and the Illinois Central Traction Company, at a point in West Main Street, in the city of Decatur, county of Macon and State of Illinois, near the present crossing of respondents' track with the track of petitioner, such crossing being more fully and particularly described by the blue print attached to said petition, marked Exhibit "A," and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation of such crossing and maintenance thereof, the Commission at this time makes no

order in relation thereto, and approves such contract so far as it is in harmony with this order.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any order which may be necessary as to the protection of this crossing or any other matter in relation thereto.

By order of the Commission this 29th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 692

Wabash Railroad Company, Petitioner

v.

Chicago & Eastern Illinois Railroad Company, Respondent

*In re petition to cross at grade with second main track near  
Fairmount, Illinois*

The petitioner, the Wabash Railroad Company, is a railroad corporation duly organized under the laws of the State of Illinois and as such operates a main line extending from the city of East St. Louis, Ill., to and through the city of Fairmount, county of Vermilion, and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is, hereby granted.

It is further ordered that the petitioner, the Wabash Railroad Company, be, and the same is, hereby authorized to cross at grade with a second main track (the right-of-way having first been obtained) the track of the respondent road, namely, the Chicago & Eastern Illinois Railroad Company, at a point near the city of Fairmount, county of Vermilion and State of Illinois, near the present crossing of respondent's track with the track of the petitioner, such crossing being more fully and particularly described by the blue print attached to said petition, marked Exhibit "A," and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation of such crossing and maintenance thereof, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any order which may be necessary as to the protection of this crossing or any other matter in relation thereto.

By order of the Commission this 2d day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.



No. 691

Wabash Railroad Company, Petitioner

v.

Baltimore &amp; Ohio Southwestern Railroad Company, Respondent

*In re petition to cross at grade at Taylorville, Illinois, with a second main track*

The petitioner, the Wabash Railroad Company, is a railroad corporation duly organized under the laws of the State of Illinois and as such operates a main line extending from the city of East St. Louis, Ill., to and through the city of Taylorville, county of Christian, and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Wabash Railroad Company be, and the same is hereby authorized to cross at grade with a second main track (the right-of-way having first been obtained) the track of the respondent road, namely, the Baltimore & Ohio Southwestern Railroad Company, at a point in the city of Taylorville, county of Christian and State of Illinois, near the present crossing of the respondent's track with the track of the petitioner, such crossing being more fully and particularly described by the blue print attached to said petition, marked Exhibit "A," and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation of such crossing and maintenance thereof, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any order which may be necessary as to the protection of this crossing or any other matter in relation thereto.

By order of the Commission this 2d day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 690

Wabash Railroad Company, Petitioner

v.

Illinois Central Railroad Company, Respondent

*In re petition to cross at grade with second main track near Litchfield, Illinois*

The petitioner, the Wabash Railroad Company, is a railroad corporation duly organized under the laws of the State of Illinois and as such operates a main line extending from the city of East St. Louis, Ill., through the county of Montgomery and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Wabash Railroad Company be, and the same is hereby authorized to cross at grade with a second main track (the right-of-way having first been obtained) the track of the respondent road, namely, the Illinois Central Railroad Company, at a point near Litchfield, county of Montgomery and State of Illinois, near the present crossing of respondent's track with the track of petitioner, such crossing being more fully and particularly described by the blue print attached to said petition, marked Exhibit "A," and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation of such crossing and maintenance thereof, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any order which may be necessary as to the protection of this crossing or any other matter in relation thereto.

By order of the Commission this 2d day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*  
B. A. ECKHART, *Commissioner.*  
J. A. WILLOUGHBY, *Commissioner.*

No. 614

Egyptian Southern Railway Company, Petitioner  
v.

Chicago & Eastern Illinois Railroad Company  
Illinois Central Railroad Company, Respondents

*Petition for extension of time in which to install grade crossings and interlocking plant at Benton, Illinois*

Now on this day comes the Egyptian Southern Railway Company by Walter W. Williams and H. H. Hart, its attorneys, and shows to the Commission that an order was entered in said cause on March 12, 1912, authorizing the petitioner herein to cross each of the respondent roads at grade at a point fully described in the original petition herein, and said petitioner was also further ordered in said decree to install within six months from the date of said order, an interlocking plant protecting said crossings.

And it further shows to the Commission that for various reasons the petitioner has not made such crossings nor installed such interlocking plant as required by said order, and it further appearing that the said petitioner has filed herein a petition asking that said cause be redocketed, and asking for an order granting an extension of time for the making of said grade crossings across each of the respondent roads, and also for the installation of said interlocking plant, as originally ordered.

And now also comes the respondent, Chicago & Eastern Illinois Railroad Company, by its attorney, E. H. Seneff, and the respondent, Illinois Central Railroad Company, by its attorney, J. G. Drennan, and consents that the Commission enter an order as of this date, extending the time for the making of such crossings and the installation of said interlocking plant as originally ordered.

It is therefore ordered, adjudged and decreed by the Commission, and by agreement of the respective parties hereto, that said time for the making of said crossings as originally authorized, and for the installation of said interlocking plant as originally directed, be and the same is hereby extended for a period of six months from the date of this order, April 10, 1913.

By order of the Commission this 10th day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 701

St. Louis, Springfield & Peoria Railroad, Petitioner

v.

Alton, Granite and St. Louis Traction Company, Respondent

*In the matter of petition to cross at grade at Granite City, Illinois.*

The petitioner, the St. Louis, Springfield & Peoria Railroad, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to operate a certain railroad extending from Madison in the county of Madison and State of Illinois, to Peoria, county of Peoria and State of Illinois; and said petitioner desires to construct a connecting track extending from its present track in Granite City, county of Madison, and State of Illinois, located on private right-of-way between Washington Avenue and O Street in said Granite City, at a point between Sixteenth Street and Twentieth Street, thence southeasterly along a line parallel to O Street across the tracks of the Alton, Granite and St. Louis Traction Company, to a point of connection with the line of road of the Madison, Illinois and St. Louis Railway Company.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the St. Louis, Springfield & Peoria Railroad be, and the same is hereby authorized to cross at grade (the right-of-way having first been obtained), the right-of-way and track of the respondent road, namely the Alton, Granite & St. Louis Traction Company, at a point near Sixteenth Street in said Granite City, county of Madison and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation of such

crossing and maintenance thereof, and also for the proper division of expense of installation, maintenance and operation of an interlocking plant or other protection that might be ordered by this Commission, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossing protect the trolley by installing proper trolley guards.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 16th day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 698

The Woodstock & Sycamore Traction Company, Petitioner  
v.  
Chicago, Milwaukee & St. Paul Railway Company, Respondent

*In re petition to cross overhead at Genoa, Illinois.*

The petitioner, the Woodstock & Sycamore Traction Company, is a corporation, organized and existing under the laws of the State of Illinois, and duly authorized as such to construct a line of interurban railroad from the city of Woodstock, in the county of McHenry, through the city of Marengo, in said county, and through the village of Genoa, and to the city of Sycamore, in the county of DeKalb, and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Woodstock & Sycamore Traction Company be, and the same is hereby authorized to cross overhead (the right-of-way having first been obtained), the right-of-way and track of the Chicago & Council Bluffs Division of the Chicago, Milwaukee & St Paul Railway Company at a point near the southwest quarter of section twenty, township forty-two north, range five, east of the Third Meridian, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It is further ordered that the said petitioner shall present to this Commission for its examination and approval, plans and specifications for said overhead crossing, and that said petitioner also furnish to the respondent road a copy of said plans and specifications for examination; and that said overhead crossing shall not be constructed until such plans and specifications have been presented to and approved by this Commission.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation of such crossing and maintenance thereof, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 16th day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 702

The Peoria & Eastern Railway Co., a corporation, Petitioner

v.

Bloomington, Decatur & Champaign Railway Co., a corporation

Peoria, Bloomington & Champaign Traction Co., a corporation

The Illinois Traction Co., a corporation

The Illinois Traction System, a corporation, a trade name under which the Illinois Traction Company transacts business, Respondents

*In re petition to cross at grade at Madison Street, Bloomington, Illinois.*

The petitioner herein the Peoria & Eastern Railway Company, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such, to construct and operate a railroad in the city of Bloomington, county of McLean and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and argument of counsel for petitioner, the respondents not appearing, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

And it further appearing to the Commission that the Bloomington, Decatur & Champaign Railway Company is a corporation that the Peoria, Bloomington & Champaign Traction Company is also a corporation; that the Illinois Traction Company is a corporation and that the Illinois Traction System is a corporation, or trade name under which the Illinois Traction Company transacts business.

And it further appearing that the above named respondents and each of them have some interest in said road at the point of said crossing and that each uses and operates thereon, and that it will be necessary for the petitioner herein, in order to complete its said work and side track, to cross at grade the right-of-way and tracks owned and operated and in possession of the respondent companies above named, or some one or more or all of them, at a point on the railroad operated by the Illinois Traction Company, under the name of the Illinois Traction System, at a point on said track in Madison

Street, Bloomington, Ill., on the south side of the main track of the Peoria & Eastern Railway Company, and immediately adjacent thereto, which is more particularly described in the blue print attached to the petition herein and made a part thereof; reference is hereby made to said blue print for accuracy as to the point of said crossing;

And the Commission being fully advised in the premises, it is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted;

It is further ordered that the petitioner herein, the Peoria & Eastern Railway Company, be and the same is hereby authorized to construct the side track and to cross the tracks of the respondent companies hereinabove mentioned (the right-of-way having first been obtained) at grade, at a point on said tracks in Madison Street, in the city of Bloomington, county of McLean and State of Illinois, on the south side of main track of the Peoria & Eastern Railway Company, such crossing being fully and particularly described by plat or blue print attached to petition herein and referred to for certainty as to location of said proposed crossing.

It is further ordered that the said side track and crossing be constructed at the expense of the petitioner herein.

It is further ordered, adjudged and decreed by the Commission, that the petitioner and respondents, in making such crossing, shall erect at a sufficient height from such crossing, the trolley wires of the respondent roads herein, in accordance with the rules and regulations of this Commission, and the respondent roads shall at such crossing, protect the trolley by installing proper trolley guards, which installation and arrangement of such trolley wires, shall be at the expense of the petitioner herein.

The Commission at this time makes no order in relation to protection of said crossing, but reserves the manner and character of protection of crossing for future consideration.

The Commission hereby retains full jurisdiction of the subject matter and of the parties hereto, for the purpose of making any further order at any time it may become necessary so to do.

By order of the Commission this 20th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 706

Denverside Connecting Railway Company, Petitioner

v.

Mobile & Ohio Railroad Company, Respondent

*Petition to cross at grade in the Third Subdivision of Cahokia Common Fields, St. Clair County, State of Illinois*

The petitioner, the Denverside Connecting Railway Company, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad from a point near the present southeasterly city limits of the city of East St. Louis, Ill., between the right-of-way of the Southern Railway Company and State Street, running to the right-of-way of the Illinois Transfer Railway Company between the right-of-way of the Illinois Central Railroad Company and the right-of-way of the Southern Railway Company, and to the easterly banks of the Mississippi River opposite the city of St. Louis, Mo.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Denverside Connecting Railway Company be, and the same is hereby authorized to cross at grade (the right-of-way having first been obtained), the right-of-way and tracks of the respondent road, namely, the Mobile & Ohio Railroad Company in the Third Subdivision of Cahokia Common Fields, county of St. Clair and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation of such crossing and maintenance thereof, and also for the proper division of expense of installation, maintenance and operation of an interlocking plant or other protection that might be ordered by this Commission, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any order which may be necessary as to the protection of this crossing, or any other matter in relation thereto.

By order of the Commission this 10th day of June, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*  
B. A. ECKHART, *Commissioner.*  
J. A. WILLOUGHBY, *Commissioner.*

No. 644

Alton & Mississippi River Belt Railway and Transportation Company  
Petitioner

v.

East St. Louis, Columbia & Waterloo Railway Company, Respondent

*In re petition to cross overhead in St. Clair County, Illinois*

The petitioner, the Alton & Mississippi River Belt Railway and Transportation Company, is a corporation organized and existing under the laws of the State of Illinois for the purpose of constructing a railroad from a point in the county of St. Clair, Illinois, on the Eastern Inner Harbor Line of the Mississippi River, as established by the War Department in 1903 opposite the city of St. Louis, to a point in Alton in the county of Madison, and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Alton & Mississippi River Belt Railway and Transportation Company be, and the same is hereby authorized to cross overhead (the right-of-way having first been obtained) the right-of-way and tracks of the respondent road, namely, the East St. Louis, Columbia & Waterloo Railway Company, at a point on its railroad 507 feet, more or less, in a southerly direction from the northeasterly line of Lot 120 of the Common Fields of Cahokia, county of St. Clair and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It is further ordered that the said petitioner shall present to this Commission for its examination and approval, plans and specifications for said overhead crossing, and that said petitioner also furnish to the respondent road a copy of said plans and specifications for examination; and that said overhead crossing shall not be constructed until such plans and specifications have been presented to and approved by this Commission.

It appearing to the Commission that the respective parties herein have entered into an agreement in relation to the expense of installation and maintenance of such overhead crossing, the Commission at this time makes no order in relation thereto, and approves such agreement so far as it is in harmony with this order.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 27th day of June, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 708

Waukegan, Rockford and Elgin Traction Company, Petitioner  
v.

Chicago & Northwestern Railway Company, Respondent

*In re petition to cross at grade a spur track, at Palatine, Illinois*

The petitioner, the Waukegan, Rockford and Elgin Traction Company, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad from Palatine, in the county of Cook, to a point on the Wisconsin State Line in the county of Lake, and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Waukegan, Rockford and Elgin Traction Company be, and the same is hereby authorized to cross at



grade (the right-of-way having first been obtained), the right-of-way and spur track of said respondent road, namely, the Chicago & Northwestern Railway Company, at a point in Palatine, Ill., said spur track leading from the main line of respondent road adjacent to water tank and extending over and across Wood Street to the Bowman Dairy Company plant, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It further appearing to the Commission that the respective parties herein have made no contract in relation to the expense of installation of such crossing or the maintenance thereof, it is therefore ordered, adjudged and decreed that the petitioner herein pay all the necessary expenses of such crossing and maintenance thereof. The Commission does not, at this time, pass upon the question of protection, but that subject matter is reserved for future consideration if necessary.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 18th day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 1193

Railroad and Warehouse Commission  
v.  
Macoupin County Railway  
St. Louis, Springfield & Peoria Railroad

*Citation to show cause why certain crossing north of Benld, Illinois, should not be protected*

This is a citation by the Commission issued against the Macoupin County Railway and the St. Louis, Springfield & Peoria Railroad, to show cause why a certain crossing north of Benld, in the county of Macoupin and State of Illinois, should not be provided with some protection, and due notice having been served by the Commission upon the respective parties and this cause coming on for hearing, and each of the said railroad companies being represented by respective counsel, and after the hearing of testimony and arguments of counsel, and the Commission being fully advised in the premises, finds:

*First*—That about the year 1905 a contract was entered into between the Macoupin County Railway and the St. Louis & Springfield Railway Company, now known as the St. Louis, Springfield & Peoria Railroad, permitting the St. Louis & Springfield Railway Company, now the St. Louis, Springfield & Peoria Railroad, to cross the tracks of the Macoupin County Railway near Benld, in the county of Macoupin and State of Illinois, the exact place of such crossing fully appearing on blue prints filed herein.

*Second*—It further appears that said crossing is over a spur track used by the Macoupin County Railway from its main line to a certain coal mine in the immediate vicinity of such crossing, and that said Macoupin County Railway track at said point is only used for switching coal cars to and from such coal mine.

*Third*—It further appears that the St. Louis, Springfield & Peoria Railroad is an interurban road and runs a large number of cars for passenger service and also some in freight service; that there is one car of said St. Louis, Springfield & Peoria Railroad going over such crossing about every thirty minutes each day, most of which are passenger cars.

The first clause of paragraph three of the contract hereinabove referred to, reads as follows:

"The grantee will also, at its own expense, construct derailing devices in its own tracks at said crossings. Said derailing devices to be of the

latest approved kind and to be approved by the Chief Engineer of the grantor. Said grantee will, after the construction of said derailing devices, thereafter maintain and operate the same at its own sole cost and expense."

Under such clause in said contract the St. Louis, Springfield & Peoria Railroad placed a certain derailing device in said track for the protection of said crossing, which derailing device was set clear for the trains of the Macoupin County Railway and against the trains of the said St. Louis, Springfield & Peoria Railroad, and required the said St. Louis, Springfield & Peoria Railroad, upon approaching such crossing, to stop its cars and operate such device.

The second clause of said paragraph three in said contract, reads as follows:

"If hereafter any competent public authority shall require the construction and operation of an interlocking plant or other safety signal or device in place of said derailing devices at said crossings, or either of them, over the track or tracks of said grantor, and the question shall arise between the parties hereto or their successors or assigns as to the distribution between them of the cost of constructing, maintaining and operating such interlocking plant or other safety signals or devices (other than said derailing devices), it is mutually understood and agreed that said question of the distribution of such cost shall be submitted to and determined by the Railroad and Warehouse Commission of the State of Illinois or such other public officers of said State as may then be exercising the functions now vested in the Railroad and Warehouse Commission of said State, and it is mutually covenanted and agreed by the parties hereto that in such case they will each abide by and perform such order as may be made at that time with respect to the distribution of said cost of construction, maintenance and operation of such plant or other safety device."

It was evidently contemplated by the respective parties at the time of the installation of such derailing device, that it would not be satisfactory to the public, hence clause above referred to, and the Commission finds that said derailing device so installed, is not a proper protection to the respective roads or the public.

A portion of paragraph ten of such contract reads as follows:

"In the passage of trains over said crossings the trains of the grantor (Macoupin County Railway) shall have prior right-of-way over said crossings in preference to the trains of the grantee (St. Louis, Springfield & Peoria Railroad)."

The Commission therefore being fully advised in the premises, finds, that the present derailing device is insufficient protection both for the safety of operation and the traveling public.

The plans submitted for the approval of this Commission by the St. Louis, Springfield & Peoria Railroad, provide for the installation or construction of a small tower or cabin, in which are located levers for the operation of derails on both tracks—also the installation of signals on both tracks. The towerman or leverman, who will operate the levers as proposed, will be a trainman connected with the train operating over the crossing. It is also proposed that the derails and signals on the St. Louis, Springfield & Peoria Railroad tracks shall be normally clear, allowing its trains to operate over said crossing; those on the tracks of the Macoupin County Railway to be normally at danger. This plan is proposed in view of the fact that the Macoupin County Railway has but few trains per day, while the St. Louis, Springfield & Peoria Railroad has a great many more trains per day; also in view of the fact that the trains of the Macoupin County Railway carry nothing but coal, and the track is a switching track only, while trains of the St. Louis, Springfield & Peoria Railroad carry passengers from Springfield to St. Louis and return. At present the trainmen of the St. Louis, Springfield & Peoria Railroad have to move the levers at this crossing; if the above plan be adopted that labor will have to be performed by trainmen or some one connected with the Macoupin County Railway. The

real controversy between the parties, who shall perform this service? It is contended upon the part of the Macoupin County Railway that under the contract referred to, the St. Louis, Springfield & Peoria Railroad agreed to perform this service. It is contended upon the part of the St. Louis, Springfield & Peoria Railroad that the additional protection given to the Macoupin County Railway by the proposed interlocking device, will more than compensate said Macoupin County Railway for the additional service rendered by said company.

It is provided by the contract hereinabove referred to, that if the question shall be raised between the parties thereto or their successors, as to the distribution between them of the cost of constructing, maintaining and operating an interlocking plant or other safety signals or devices (other than said derailing devices), that the question of the distribution of the cost shall be submitted to and determined by the Railroad and Warehouse Commission of the State of Illinois.

The contract entered into between the respective parties is binding between them, except in so far as it interferes with the service to the public, if it does, then it would be against public policy, and this Commission would not be bound to recognize that part of it as between the respective railroad companies and the public. The present plan of operating, the record clearly shows, stops some forty passenger trains daily at this crossing, and this necessarily delays traffic. It is exceedingly important that passenger service be as rapid as possible, and retarded as little as possible, except as absolutely necessary for the safety of the service. The record in this case shows that during the greater portion of the day there is a train over the St. Louis, Springfield & Peoria Railroad about every thirty minutes, while the record also shows that during the entire day the Macoupin County Railway has only about sixteen trains moving over this crossing.

From a careful study of the situation, it is manifest that the present device does not give sufficient protection to either company. While the contract requires the conductor of the St. Louis, Springfield & Peoria Railroad to cross the track and move the derail before flagging his train across, there is nothing to prevent the Macoupin County Railway train from running across and it is an easy matter as proven by experience, for a conductor looking up and down the track with a train coming with headlight, to think it is much farther away than it is and undertake to cross. Neither can he tell, looking down the track at a train, how fast it is coming, and therefore is liable to be deceived and thus cause an accident. In view of the large number of trains moved over the St. Louis, Springfield & Peoria Railroad, and the fact that they are passenger trains, we believe that the contract entered into between the respective roads, giving the Macoupin County Railway the right-of-way over said crossing, is against public policy and should not bind this Commission, for the reason that it necessarily delays passenger traffic.

The Commission finds, that while it is true that under the contract hereinabove referred to, the St. Louis, Springfield & Peoria Railroad operates the present derailing device, the Commission further finds, that the additional protection given to the Macoupin County Railway by the installation of the proposed device by the said St. Louis, Springfield & Peoria Railroad, will more than compensate said Macoupin Railway for the service necessary to operate said device.

The Commission further finds that the said St. Louis, Springfield & Peoria Railroad shall install said interlocking device as shown by plans filed herein at its own expense.

It is therefore ordered, adjudged and decreed by the Commission that said St. Louis, Springfield & Peoria Railroad proceed within sixty days from this date to install such interlocking device according to the plans filed herein, and that the same be installed at the entire cost and expense of the said St. Louis, Springfield & Peoria Railroad, and when the same is installed said defendant road shall report the same to this Commission for its approval, and when so installed and approved, said crossing shall be controlled

by such device, and the said Macoupin County Railway shall operate such device according to plans filed and approved herein.

By order of the Commission this 12th day of August, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2028

Railroad and Warehouse Commission

v.

Wabash Railroad Company

St. Louis, Springfield & Peoria Railroad

*Citation to show cause why crossings near Mount Olive and Staunton, Illinois, should not be protected*

This is a citation issued by the Commission directing the Wabash Railroad Company and the St. Louis, Springfield & Peoria Railroad to appear before the Commission and show cause, if any they have, why they should not be required to provide safety appliances of such a character as, in the judgment of the Commission, would be proper protection to the crossings of their respective roads, as follows:

West of Mount Olive at crossing of Wabash spur to No. 15 Mine;

East of Staunton at crossing with Wabash spur to No. 14 Mine;

North of Staunton at crossing with Wabash spur to No. 14 Mine.

At the hearing the St. Louis, Springfield & Peoria Railroad filed no written answer to the citation, but appeared by its counsel and filed plans for an interlocking arrangement which they desire to have placed at such crossings, and stated that they are willing to join in having same properly installed, maintained and operated.

The Wabash Railroad Company filed its answer to said citation. In and by such answer it appears that said defendant Wabash Railroad Company has no objection to the proper safeguarding of said crossings, but insists that the installation and maintenance of such safeguard should be free of expense and cost to it, and that the same should be paid by the St. Louis, Springfield & Peoria Railroad; the answer also alleges that by reason of a certain contract entered into between said railroads, the said St. Louis, Springfield & Peoria Railroad had assumed the obligation of protecting such crossings and bearing the expense therefor. Such contract was introduced in evidence by the Wabash Railroad Company, and among other things provides as follows:

"*Third*—The party of the second part further agrees that before using said crossing, it will provide and install and thereafter maintain, at its own expense, upon each side of the track of the party of the first part, good and sufficient derailing devices, which will prevent its cars from going upon or over said right-of-way or track unless and until the conductor shall go entirely across the track of the party of the first part and throw a lever there located and constituting a part of said derailing devices, and connected therewith; and that it will at all times before attempting to cross the track of the party of the first part bring its cars to a full stop at a safe distance therefrom, and will not depend upon any safety or clearance signal, or want of danger signals from employees of the party of the first part, but will at all times require the conductor in charge of such cars to cross the track of the party of the first part, and throw the lever as above stated, and that before throwing such lever, or attempting to cross with any car, such conductor shall ascertain positively that the right-of-way and track of the party of the first part are clear and can be safely crossed without danger of collision with any train, locomotive or car of the party of the first part. The aforesaid derailing devices, and the installation, repair and maintenance thereof shall be under the supervision and subject to the approval of the chief engineer of the party of the first part."

Section 7 of such contract provides as follows:

"It is further agreed that all trains, locomotives and cars of the party of the first part, or being operated upon its road, shall always have precedence at said crossing over the cars of the party of the second part."

The contract referred to, under which the respective roads have been operating since such crossings were installed, covers a device for protection of such crossings which leaves the track open to the Wabash Railroad Company at all times, and the derails are set against the St. Louis, Springfield & Peoria Railroad, except operated as above stated in section 3 of such contract.

The Commission being fully advised, finds, that such derailing devices and the manner of operation are not sufficient protection at said crossings either to the respective roads or the traveling public, and that there should be additional protection at said crossings.

The plan submitted for the approval of this Commission for the protection of such crossings provides for the installation or construction of a small tower or cabin, in which are located levers for the operation of derails on both tracks—also the installation of signals on both tracks. The towerman or leverman who will operate the levers as proposed, will be a trainman connected with the train operating over the crossing. It is also proposed that the derails and signals on the St. Louis, Springfield & Peoria Railroad tracks shall be normally clear, allowing its trains to operate over the crossing; those on the Wabash Railroad Company's tracks to be normally at danger. This plan is proposed in view of the fact that the Wabash Railroad Company has but a few trains per day over such spur tracks, which run from their main line to certain coal mines, while the St. Louis, Springfield & Peoria Railroad has a great many more trains over such crossings daily; also in view of the fact that the trains of the St. Louis, Springfield & Peoria Railroad carry passengers, while the trains of the Wabash Railroad Company carry nothing but coal and the tracks are switching tracks only.

At present the trainmen of the St. Louis, Springfield & Peoria Railroad have to move the levers at each of said crossings before crossing said tracks of the Wabash Railroad Company. If the plan herein submitted be adopted, that labor will have to be performed by trainmen or some one connected with the Wabash Railroad Company.

The principal controversy between the parties herein is, who shall perform this service? It is contended upon the part of the Wabash Railroad Company that under the contract referred to, the St. Louis, Springfield & Peoria Railroad agreed to perform this service. It is contended upon the part of the St. Louis, Springfield & Peoria Railroad that the additional protection given to the Wabash Railroad Company by the proposed interlocking device, will more than compensate to the said Wabash Railroad Company for the additional service rendered by said company. This contract entered into between the respective parties is binding between them, except in so far as it interferes with the service to the public; if it does, then it would be against public policy, and this Commission would not be bound to recognize that part of it as between the respective parties and the public.

The present plan of operating, the record clearly shows, stops some thirty passenger trains daily at each of these crossings and thus necessarily delays traffic. It is exceedingly important that passenger service be as rapid as possible and retarded as little as possible, except as absolutely necessary for the safety of the service. The record in this case shows that during a greater portion of the day there is a train over the St. Louis, Springfield & Peoria Railroad each hour, while the record also shows that during the entire day there is a train over the Wabash Railroad on an average of about one in three hours at each of these crossings.

From a careful study of the situation it is manifest that the present devices do not give sufficient protection to either company. While the contract requires the conductor of the St. Louis, Springfield & Peoria Railroad to cross the track and move the derail before flagging his train across, there is nothing to prevent the Wabash Railroad Company's train from running

across, and it is an easy matter, as proven by experience, for the conductor looking up and down the track, with a train coming with a headlight, to think it is much farther away than it is and undertake to cross; neither can he tell looking down the track at a train, how fast it is coming, and therefore is liable to be deceived and thus cause an accident. In view of the large number of trains moving over the St. Louis, Springfield & Peoria Railroad, and the fact that they are largely passenger trains, we believe that the contract entered into between the respective roads giving the Wabash Railroad Company the right-of-way, is against public policy and should not bind this Commission, for the reason that it necessarily delays passenger traffic.

The Commission further believes and finds that the additional protection given to the Wabash Railroad Company by the installation of the proposed interlocking device, will in a large measure compensate it for the service and expense necessary to operate said device as hereinafter provided.

It is therefore ordered, adjudged and decreed by the Commission that the said St. Louis, Springfield & Peoria Railroad proceed within sixty days from this date to install such interlocking devices according to plans herein filed at each of said crossings hereinabove described, and that the same be installed at the entire cost and expense of the said St. Louis, Springfield & Peoria Railroad, and that when the same are installed, said defendant road shall report the same to this Commission for its approval, and when so installed and approved, said crossings shall be controlled by such devices, and the said Wabash Railroad Company shall operate such device at each of said crossings according to plans filed herein.

The Commission further finds that the cost of operating such devices hereinabove described and directed installed at each of said crossings, shall be paid equally by the respective roads, and that the Wabash Railroad Company shall keep an accurate account of the actual cost and expense of operating such devices monthly and submit a bill for one-half thereof to the said St. Louis, Springfield & Peoria Railroad, and that the same shall be paid by them monthly.

It is further ordered that if said respective roads fail to agree upon the cost of such operation, that the same shall be submitted to this Commission, and upon a hearing thereof, the Commission will determine the amount each of said respective roads shall pay.

By order of the Commission this 12th day of August, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 643

Alton & Mississippi River Belt Railway and Transportation Co., Petitioner  
v.  
Illinois Transfer Railroad Co., Respondent

*Petition by respondent for reopening of case to determine clearance for overhead crossing in Lot No. 121, Commonfields of Cahokia, St. Clair County, Illinois.*

#### SUPPLEMENTAL ORDER

Now on this day comes the petitioner herein and shows to the Commission that on July 22, 1913, it filed petition herein asking that above entitled cause be redocketed and set down for hearing upon the question of clearance.

And it appearing to the Commission that the respective parties have heretofore entered into a stipulation in relation thereto, which stipulation is in words and figures as follows, to-wit:

"WHEREAS, The Alton & Mississippi River Belt Railway and Transportation Company has filed a petition before the Railroad and Warehouse Commission of the State of Illinois, asking for an overhead crossing

over the tracks of the Illinois Transfer Railroad Company in Lot 121, Commonfields of Cahokia, St. Clair County, Illinois, as shown on plat filed with said petition; and,

"WHEREAS, The said Illinois Transfer Railroad Company is willing that said overhead crossing at said place be granted by the Railroad and Warehouse Commission, providing that the overhead structure of the petitioner is maintained at least twenty-two (22) feet above the present elevation of the tracks of the said Illinois Transfer Railroad Company at said place and there is sufficient horizontal clearance to permit the operation of a double track railroad with safety and convenience; and,

"WHEREAS, The said petitioning railroad is willing that such clearance shall be maintained;

"Now therefore, It is stipulated by the parties hereto that the Railroad and Warehouse Commission of the State of Illinois may enter an order granting the petitioner the right to cross the tracks of the Illinois Transfer Railroad Company at the place mentioned in said petition, said overhead structure to be maintained with a clearance of at least twenty-two (22) feet above the present elevation of the tracks of the said Illinois Transfer Railroad Company and with a horizontal clearance sufficient for the operation of a double track railroad with safety and convenience. The plans and specifications for said structure to be approved by said Commission.

"Dated this 16th day of July, A.D. 1912."

And said cause coming on for hearing upon said petition, and said stipulation and other evidence heard, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the said Alton & Mississippi River Belt Railway and Transportation Company be, and they are hereby authorized to cross the tracks of the Illinois Transfer Railroad Company in Lot No. 121, Commonfields of Cahokia, St. Clair County, Illinois, as shown on the plat attached to the original petition filed in said cause, by an overhead structure, the said petitioning railroad to maintain a clearance of at least twenty-two feet above the present elevation of the tracks of the Illinois Transfer Railroad Company at such crossing, and with sufficient horizontal clearance to permit the operation of a double track railroad with safety and convenience. The plans and specifications for such overhead structure and crossing shall be presented to this Commission for its approval.

By order of the Commission this 14th day of August, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 697

St. Louis, Springfield & Peoria Railroad, Petitioner  
v.

Peoria & Pekin Union Railway Co., Respondent

*In re petition to cross at grade on Water Street, Peoria, Illinois.*

The petitioner, the St. Louis, Springfield & Peoria Railroad, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate an electric railroad from Madison, in the county of Madison, Illinois, to Peoria, Ill.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in

interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It further appearing to the Commission that the said petitioner has entered into a contract with the Chicago, Burlington & Quincy Railroad Company for the construction and operation of a connecting track, extending from its present tracks on lot ten of block forty-three of Biglow & Underhill's addition to Peoria across Water Street in said city to the railroad track of the Chicago, Burlington & Quincy Railroad Company now laid in said street, and that the petitioner has also obtained from the city council of the city of Peoria, an ordinance authorizing it to construct said connecting track across Water Street, all of which appears from certified copy of such contract and ordinance filed herein.

And it further appears from the record herein that it is necessary in the laying of such connecting track, to cross two several tracks of the Peoria & Pekin Union Railway Company now laid on the northwesterly side of said Water Street at said place of crossing.

It further appears that the said place of crossing is upon a public street of the said city of Peoria, and that it is necessary that such crossing be at grade on account of the physical conditions surrounding the same, and that the said connecting track may be used for the purpose intended.

It further appears that the tracks of the Peoria & Pekin Union Railway Company proposed to be crossed by the petitioner, are yard tracks and used chiefly for yardage and switching purposes.

It further appears that the purpose of constructing the said proposed connecting track is to enable the petitioner and the Chicago, Burlington & Quincy Railroad Company to exchange traffic in carload lots; that at the present time the petitioner has no such means of interchange with any steam railroad entering the city of Peoria; that the said connecting track is the most practicable and feasible means of obtaining such facilities for interchange with steam railroads in the city of Peoria.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the St. Louis, Springfield & Peoria Railroad be, and the same is hereby authorized to cross at grade (the right-of-way having first been obtained), the right-of-way and tracks of the respondent road, namely the Peoria & Pekin Union Railway Company at the points in said Water Street, in the city of Peoria, fully and particularly described in the blue print attached to said petition, reference to which is made for certainty as to location of said crossings.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossings, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossings protect the trolley by installing proper trolley guards.

It is further ordered by the Commission that before crossing said Peoria & Pekin Union Railway Company's tracks, the said St. Louis, Springfield & Peoria Railroad shall install a derail of approved design at such a distance from the tracks of the respondent road as to afford ample protection at such crossings, plans for such derail and the location thereof to be submitted to this Commission for its approval; the entire expense of such installation and operation to be at the expense of the petitioner.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.



By order of the Commission this 15th day of August, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2049

Railroad and Warehouse Commission  
v.  
Litchfield and Madison Railway Company  
St. Louis, Springfield and Peoria Railroad

*Citation to show cause why crossing at Worden, Illinois, should not have further protection*

This is a citation issued by the Commission directing the Litchfield and Madison Railway Company and the St. Louis, Springfield and Peoria Railroad to appear before the Commission and show cause, if any they have, why they should not be required to provide safety appliances of such a character as, in the judgment of the Commission, would be proper protection to the crossing of their respective roads approximately one mile south of Worden, Ill. The necessity for this citation was brought to the knowledge of the Commission by the report of an accident at such crossing on the 11th day of January, 1913, at 8:40 A.M., caused by Litchfield and Madison Extra 154 north striking St. Louis, Springfield and Peoria Extra 1561 south at such crossing, which citation was made returnable on the 4th day of March, 1913, and the case was finally heard on June 4, 1913.

At such hearing the St. Louis, Springfield and Peoria Railroad filed no written answer to the citation but appeared by its counsel and filed plans for an interlocking arrangement, which they stated they desire to have placed at such crossing, and are willing to join in having the same properly installed and maintained.

The Litchfield and Madison Railway Company filed its answer to said citation on February 27, 1913. In and by such answer it appears said defendant has no objection to the proper safe-guarding of such crossing, but insist that the installation and maintenance of such safe-guard should be free of expense and cost to it, and that same should be paid by the said St. Louis, Springfield and Peoria Railroad, and gives as a reason therefor that it is the senior company, and that it operates not to exceed four trains per day over said crossing, and alleges that the said St. Louis, Springfield and Peoria Railroad operates forty trains each day over said crossing. The answer further shows that the St. Louis, Springfield and Peoria Railroad operates its trains by means of electricity and trolley; the answer also alleges that by reason of a certain contract entered into by said defendant roads, the said St. Louis, Springfield and Peoria Railroad had assumed the obligation of protecting such crossing and bearing the expense therefor. Such contract was introduced in evidence by the Litchfield and Madison Railway Company, and among other things provides in section 4 as follows:

"The St. Louis Company shall at its sole expense construct and at all times maintain and operate a derailing device at the crossings herein provided for, subject to the approval of the Litchfield Company."

Section 6 of said contract further provides:

"The St. Louis Company further agrees that before using said crossing, it will provide and install and thereafter maintain, at its own expense upon each side of the track of the Litchfield Company, good and sufficient derailing devices, which will prevent its cars from going upon or over said right-of-way or track, unless and until the conductor shall go entirely across the track of the party of the first part, and throw a lever there located and constituting a part of said derailing devices, and connected therewith."

The contract referred to and under which the respective roads have been operating since such crossing was installed, covers a device for protection of such crossing which leaves the track open to the Litchfield and Madison Railway Company at all times, and the derails are set against the St. Louis, Springfield and Peoria Railroad except when operated as above stated in section 6 of such contract. It is evident that this is not sufficient protection, for the reason that the Litchfield & Madison Railway Company having an open track and entitled to move over such crossing without stopping, ran into a St. Louis, Springfield and Peoria Railroad car at said crossing.

The plan submitted for the approval of this Commission provides for the installation or construction of a small tower or cabin, in which are located levers for the operation of derails on both tracks—also the installation of signals on both tracks. The towerman or leverman, who will operate the levers as proposed, will be a trainman connected with the train operating over the crossing. It is also proposed that the derails and signals on the St. Louis, Springfield and Peoria Railroad tracks shall be normally clear, allowing its trains to operate over the crossing. Those on the Litchfield and Madison Railway Company's tracks to be normally at danger. This plan is proposed in view of the fact that the Litchfield and Madison Railway Company has but four trains per day, or approximately that number, while the St. Louis, Springfield and Peoria Railroad has a great many more trains per day, also in view of the fact that the trains of the Litchfield and Madison Railway Company carry nothing but coal and the track is a switching track only, while trains of the St. Louis, Springfield and Peoria Railroad carry passengers from Springfield and points north to St. Louis and return. At present the trainman of the St. Louis, Springfield and Peoria Railroad has to move the levers at this crossing; if the above plan be adopted that labor will have to be performed by a trainman or some one connected with the Litchfield and Madison Railway Company. The only real controversy between the parties is—who shall perform this service? It is contended upon the part of the Litchfield and Madison Railway Company that under the contract referred to, the St. Louis, Springfield and Peoria Railroad agreed to perform this service. It is contended upon the part of the St. Louis, Springfield and Peoria Railroad that the additional protection given to the Litchfield and Madison Railway Company by the proposed interlocking device, will more than recompense the said Litchfield and Madison Railway Company for the additional service rendered by said company.

This contract entered into between the respective parties is binding between them, but in so far as it interferes with the service to the public, if it does, then it would be against public policy, and this Commission would not be bound to recognize that part of it as between the respective railroad companies and the public. The present plan of operating, the record clearly shows, stops some forty passenger trains daily at this crossing, and this necessarily delays traffic. It is exceedingly important that passenger service be as rapid as possible, and retarded as little as possible, except as absolutely necessary for the safety of the service. The record in this case shows that during the greater portion of the day there is a train over the St. Louis, Springfield and Peoria Railroad about every thirty minutes, while the record also shows that during the entire day there is a train over the Litchfield and Madison Railway, on an average of not more than once in three hours.

From a careful study of the situation, it is manifest that the present device does not give sufficient protection to either company. While the contract requires the conductor of the St. Louis, Springfield & Peoria Railroad to cross the track and move the derail before flagging his train across, there is nothing to prevent the Litchfield & Madison Railway Company's train from running across, and it is an easy matter as proven by experience, for a conductor looking up and down the track with a train coming with headlight, to think it is much farther away than it is and undertake to cross. Neither can he tell, looking down the track at a train, how fast it is coming and therefore is liable to be deceived and thus cause an accident. If the Litchfield & Madison train on the day of the accident in question, had been compelled to stop and throw the device, as per plans submitted herein for protection, this accident would not have occurred, but under the present

device, this train moved right along and ran into car on the crossing. In view of the large number of trains moved over the St. Louis, Springfield & Peoria Railroad, and the fact that they are passenger trains, we believe that the contract entered into between the respective roads and the public, giving the Litchfield & Madison Railway Company the right-of-way over said crossing, is against public policy and should not bind this Commission, for the reason that it necessarily delays passenger traffic.

The Commission further believes and finds that the additional protection given to the Litchfield & Madison Railway Company by the installation of the proposed device, will more than compensate it for the service necessary to operate said device.

It is therefore ordered, adjudged and decreed by the Commission that the said St. Louis, Springfield & Peoria Railroad proceed within sixty days from this date to install such interlocking device according to the plan herein filed, and that the same be installed at the entire cost and expense of the said St. Louis, Springfield & Peoria Railroad, and that when the same is installed, said defendant road shall report the same to this Commission for its approval, and when so installed and approved, said crossing shall be controlled by such device, and the said Litchfield & Madison Railway Company shall operate such device according to plan filed herein.

By order of the Commission this 19th day of August, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*.

No. 707

Waukegan, Rockford and Elgin Traction Company, Petitioner  
v.

Elgin, Joliet & Eastern Railway Company, Respondent

*In re petition to cross overhead in the village of Lake Zurich, Illinois*

The petitioner, the Waukegan, Rockford and Elgin Traction Company, is a corporation organized and existing under the laws of the State of Illinois, and authorized as such to construct and operate a railroad from Palatine, in the county of Cook, to a point on the Wisconsin state line, county of Lake and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is, hereby granted.

It is further ordered that the petitioner, the Waukegan, Rockford and Elgin Traction Company be, and the same is hereby authorized to cross overhead (the right-of-way having first been obtained) the right-of-way and track of the respondent road, namely, the Elgin, Joliet & Eastern Railway Company, at a point in the village of Lake Zurich, Ill., 200 feet east of Paine Street.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation and

maintenance of such crossing, the Commission makes no order in relation thereto, at this time, and approves such contract so far as it is in harmony with this order.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 4th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 599

Illinois Central Railroad Company, Petitioner

v.

Suburban Railroad Company, Respondent

*In re petition to cross at grade at Parkway, Illinois*

The petitioner herein, the Illinois Central Railroad Company, originally filed its petition herein stating that it was about to extent its double track from Hawthorne, Ill., to Parkway, Ill., crossing the tracks of the Suburban Railroad Company at Parkway, Ill., and establishing a double track junction just west of the Suburban Railroad Company's crossing, as shown on plat attached to petition.

The Commission having viewed said place of proposed crossing and conferred with respective parties interested, at which conference was agreed that a separation of grades was desirable, if same was practical, and should be arranged for, such cause, with that in view, was continued from time to time, for the purpose of making such crossing by separation of grades.

And thereafter on the 24th day of June, 1913, a contract was entered into by and between the Illinois Central Railroad Company and the Suburban Railroad Company, in and by which it was agreed that said crossing should be made by subway, and that the said Suburban Railroad Company should cross underneath the tracks of the Illinois Central Railroad Company, and said manner of crossing as set forth in said contract, being satisfactory to this Commission, the same is hereby approved.

It is therefore ordered, adjudged and decreed by the Commission that the said Suburban Railroad Company be, and the same is, hereby authorized to cross underneath the tracks of the Illinois Central Railroad Company at Parkway, as set forth in said contract, and that the plans for such crossing be hereafter submitted to this Commission for its approval.

The Commission hereby reserves jurisdiction of this cause for the purpose of entering any further order that may be necessary herein.

By order of the Commission this 10th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 672

Rock Island Southern Railroad Company, Petitioner

v.

Chicago, Burlington & Quincy Railroad Company, Respondent

*In re petition to cross at grade a switch track in Galesburg, Illinois*

The petitioner, the Rock Island Southern Railroad Company, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad from Monmouth in the county of Warren to a point in Galesburg, county of Knox and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before this Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is, hereby granted.

It is further ordered that the petitioner, the Rock Island Southern Railroad Company be, and the same is, hereby authorized to cross at grade (the right-of-way having first been obtained), the right-of-way and switch track, or what is known as Frost Manufacturing Co. switch, of the respondent road, namely, the Chicago, Burlington & Quincy Railroad Company, in the city of Galesburg, county of Knox and State of Illinois, such crossing being more fully and particularly described by the plat or blue print marked "Plat C," filed herein, and referred to herein for certainty as to location of said crossing.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 16th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*.  
J. A. WILLOUGHBY, *Commissioner*.

No. 719

Southern Traction Company of Illinois, Petitioner  
v.

East St. Louis Railway Company, Respondent

*In re petition to cross at grade at Fifth Street and Converse Avenue, East St. Louis, Illinois.*

The petitioner, the Southern Traction Company of Illinois, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad from East St. Louis in the county of St. Clair, to a point in Belleville, county of St. Clair and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Southern Traction Company of Illinois be, and the same is hereby authorized to cross at grade (the right-of-way having first been obtained), the right-of-way and tracks of the respondent road, namely the East St. Louis Railway Company, at Fifth Street and Converse Avenue, in the city of East St. Louis, county of St. Clair and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing from the record that an agreement was entered into on the 20th day of April, 1908, between the East St. Louis Railway Company and the Illinois and Indiana Electric Railway Company, in and by which agreement the manner of crossing at said point was set forth and agreed upon, and it further appearing by a stipulation signed by the respective parties and filed herein, that the petitioner herein has succeeded to all the rights of the Illinois and Indiana Electric Railway Company under said contract; and it further appearing from said contract and stipulation that the respective parties herein have entered into an agreement in relation to the expense of the installation and maintenance of such crossing, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossing protect the trolley by installing proper trolley guards.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 16th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 718

Southern Traction Company of Illinois, Petitioner  
v.  
East St. Louis Railway Company, Respondent

*In re petition to cross at grade at Tenth Street and Piggott Avenue, East St. Louis, Illinois.*

The petitioner, the Southern Traction Company of Illinois, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad from East St. Louis in the county of St. Clair, to a point in Belleville, county of St. Clair and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Southern Traction Company of Illinois be, and the same is hereby authorized to cross at grade (the right-of-way having first been obtained), the right-of-way and tracks of the respondent road, namely the East St. Louis Railway Company, at Tenth Street and Pigott Avenue, in the city of East St. Louis, county of St. Clair and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing from the record that an agreement was entered into on the 20th day of April, 1908, between the East St. Louis Railway Company and the Illinois and Indiana Electric Railway Company, in and by which agreement the manner of crossing at said point was set forth and agreed upon, and it further appearing by a stipulation signed by the respective parties and filed herein, that the petitioner herein has succeeded to all the rights of the Illinois and Indiana Electric Railway Company under said contract; and it further appearing from said contract and stipulation that the respective parties herein have entered into an agreement in relation to the expense of the installation and maintenance of such crossing, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossing protect the trolley by installing proper trolley guards.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 16th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 717

Southern Traction Company of Illinois, Petitioner

v.

East St. Louis Railway Company, Respondent

*In re petition to cross at grade at Sixth Street and Market Avenue, East St. Louis, Illinois*

The petitioner, the Southern Traction Company of Illinois, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad from East St. Louis in the county of St. Clair, to a point in Belleville, county of St. Clair and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing

at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Southern Traction Company of Illinois be, and the same is hereby authorized to cross at grade (the right-of-way having first been obtained), the right-of-way and tracks of the respondent road, namely the East St. Louis Railway Company, at Sixth Street and Market Avenue, in the city of East St. Louis, county of St. Clair and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing from the record that an agreement was entered into on the 20th day of April, 1908, between the East St. Louis Railway Company and the Illinois and Indiana Electric Railway Company, in and by which agreement the manner of crossing at said point was set forth and agreed upon, and it further appearing by a stipulation signed by the respective parties and filed herein, that the petitioner herein has succeeded to all the rights of the Illinois and Indiana Electric Railway Company under said contract; and it further appearing from said contract and stipulation that the respective parties herein have entered into an agreement in relation to the expense of the installation and maintenance of such crossing, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossing protect the trolley by installing proper trolley guards.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 16th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 716

Southern Traction Company of Illinois, Petitioner

v.

East St. Louis, Columbia & Waterloo Railway Company, Respondent

*In re petition to cross at grade at Nineteenth Street and Piggott Avenue,  
East St. Louis, Illinois*

The petitioner, the Southern Traction Company of Illinois, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad from East St. Louis in the county of St. Clair, to a point in Belleville, county of St. Clair and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing



at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Southern Traction Company of Illinois be, and the same is hereby authorized to cross at grade (the right-of-way having first been obtained), the right-of-way and tracks of the respondent road, namely, the East St. Louis, Columbia & Waterloo Railway Company, at Nineteenth Street and Piggott Avenue, in the city of East St. Louis, county of St. Clair and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into an agreement in relation to the expense of the installation and maintenance of such crossing, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossing protect the trolley by installing proper trolley guards.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 16th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 711

Southern Traction Company of Illinois, Petitioner

v.

Illinois Central Railroad Company

known as

St. Louis, Belleville & Southern Railway Company, Respondent

*In re petition to cross underneath near East St. Louis, Illinois*

The petitioner, the Southern Traction Company of Illinois, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad from East St. Louis, county of St. Clair, to a point in Belleville, county of St. Clair and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is, hereby granted.

It is further ordered that the petitioner, the Southern Traction Company of Illinois be, and the same is hereby authorized to cross (the right-of-

way having first been obtained), over the lands and underneath the tracks of the Illinois Central Railroad Company, known as the St. Louis, Belleville & Southern Railway Company, at a point on its railroad at mile post G, 12 miles and 826 feet from East St. Louis, county of St. Clair and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It is further ordered that the said petitioner shall present to this Commission for its examination and approval, plans and specifications for said underneath crossing, and that said petitioner also furnish to the respondent road a copy of said plans and specifications for examination; and that said underneath crossing shall not be constructed until such plans and specifications have been presented to and approved by this Commission.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation and maintenance of such crossing, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossing protect the trolley by installing proper trolley guards.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 30th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 710

Southern Traction Company of Illinois, Petitioner  
v.

Belleville & Carondelet Railroad Company, Respondent

*In re petition to cross at grade near Belleville, Illinois.*

The petitioner, the Southern Traction Company of Illinois, is a corporation organized and existing under the laws of the State of Illinois, and as such duly authorized to construct and operate a railroad from East St. Louis, county of St. Clair, to a point in Belleville, county of St. Clair and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent road as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Southern Traction Company of Illinois be, and the same is hereby authorized to cross at grade (the right-

of-way having first been obtained), the right-of-way and tracks of the respondent road, namely the Belleville & Carondelet Railroad Company, now a part of the Illinois Central Railroad Company and known as the Carondelet Branch, at a point on its railroad at mile post G. C. 1.31 miles from Belleville, county of St. Clair and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into an agreement in relation to the expense of the installation and maintenance of such crossing, and also for the proper division of expense of installation, maintenance and operation of an interlocking plant or other protection that may hereafter be ordered by this Commission, the Commission at this time makes no order in relation thereto, and approves said contract so far as it is in harmony with this order.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossing protect the trolley by installing proper trolley guards.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 30th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 709

Southern Traction Company of Illinois, Petitioner

v.

Belleville & Interurban Railway Company, Respondent

*In re petition to cross at grade in St. Clair County, Illinois*

The petitioner, the Southern Traction Company of Illinois, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct a railroad from East St. Louis, in the county of St. Clair, to a point in Belleville, county of St. Clair, and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It further appearing to the Commission that after the hearing of said cause, and on September 13, 1913, the said Belleville & Interurban Railway Company sold its said railroad right-of-way to C. B. Mundy, Trustee for the Southern Traction Company of Illinois, and it further appearing from the record herein that the said C. B. Mundy, as such trustee, files his consent, permitting the said Southern Traction Company of Illinois to cross said Belleville & Interurban Railway Company's right-of-way at 5.64 feet above its present grade at a point as shown by the petition filed herein and plate attached hereto; and it further appearing from the record herein that the

said Joseph E. Gundlach, the former owner of the said Belleville & Interurban Railway, withdraws his objection to said crossing as prayed for in said petition.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Southern Traction Company of Illinois be, and the same is hereby authorized to cross at grade (the right-of-way having first been obtained), the right-of-way of the respondent road, namely the Belleville & Interurban Railway Company, at a point on its railroad about two hundred and fifty feet south of the north line of section 33, township 1, north range 8 west, on the north and south quarter section line, county of St. Clair and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossing protect the trolley by installing proper trolley guards.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 30th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### No. 644

Alton & Mississippi River Belt Railway and Transportation Company,  
Petitioner

v.

East St. Louis, Columbia & Waterloo Railway Company, Respondent

*In re approval of plans for overhead structure in St. Clair County, Illinois*

Now on this day come the respective parties herein and file herein plans, in accordance with former order of this Commission, for the erection of an overhead crossing, as set forth in the petition and plat attached thereto, and the said plans with the modifications thereto attached, having been examined and approved by the Consulting Engineer of this Commission, as being proper and sufficient for such overhead structure, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the plans herein filed be, and the same are hereby approved as modified and amended by an agreement of parties, which agreement is attached to said plans and made a part thereof.

By order of the Commission this 30th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### No. 721

Southern Traction Company of Illinois, Petitioner

v.

Illinois Central Railroad Company, Respondent

*In re petition to cross at grade a spur track near Reeb Station, Illinois*

The petitioner, the Southern Traction Company of Illinois, is a corporation organized and existing under the laws of the State of Illinois, and

duly authorized as such to construct and operate a railroad from East St. Louis, county of St. Clair, to a point in Belleville, county of St. Clair and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is, hereby granted.

It is further ordered that the petitioner, the Southern Traction Company of Illinois, be, and the same is, hereby authorized to cross at grade (the right-of-way having first been obtained) the right-of-way and track of the respondent road, namely, the Illinois Central Railroad Company, at a point on its railroad 358.3 feet from the point of switch of a spur track known as the "St. Clair Vinegar Works Spur" and branching off of the Illinois Central Railroad Company's northbound track at Reeb Station, county of St. Clair and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation and maintenance of such crossing, and also for the division of expense of the installation, maintenance and operation of an interlocking plant or other protection that may hereafter be ordered by this Commission, the Commission makes no order in relation thereto at this time, and approves such contract so far as it is in harmony with this order.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossing protect the trolley by installing proper trolley guards.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 30th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 715

Southern Traction Company of Illinois, Petitioner

v.

Illinois Transfer Railroad Company, Respondent

*In re petition to cross at grade at Twenty-first Street and Piggott Avenue,  
East St. Louis, Illinois*

The petitioner, the Southern Traction Company of Illinois, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad from East St. Louis, county of St. Clair, to a point in Belleville, county of St. Clair and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is, hereby granted.

It is further ordered that the petitioner, the Southern Traction Company of Illinois, be, and the same is, hereby authorized to cross at grade (the right-of-way having first been obtained) the right-of-way and tracks of the respondent road, namely, the Illinois Transfer Railroad Company, at a point on its railroad at the intersection of Twenty-first Street and Piggott Avenue in the city of East St. Louis, county of St. Clair and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation and maintenance of such crossing, and also for the proper division of expense of installation, maintenance and operation of an interlocking plant or other protection that may hereafter be ordered by this Commission, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossing protect the trolley by installing proper trolley guards.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 30th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 714

Southern Traction Company of Illinois, Petitioner  
v.

Alton & Southern Railway, Respondent

*In re petition to cross at grade in East St. Louis, Illinois.*

The petitioner, the Southern Traction Company of Illinois, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad from East St. Louis, county of St. Clair, to a point in Belleville, county of St. Clair and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in

interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Southern Traction Company of Illinois be, and the same is hereby authorized to cross at grade (the right-of-way having first been obtained), the right-of-way and tracks of the respondent road, namely the Alton & Southern Railway, at a point on its railroad 1,292.75 feet southeasterly from, measured along its track, the southeasterly side of Bond Avenue, in the city of East St. Louis, county of St. Clair and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the petitioner herein and the Alton & Southern Railway (heretofore known as the Denverside Connecting Railway Company) have entered into a contract in relation to the expense of the installation and maintenance of such crossing, and also for the proper division of expense of installation, maintenance and operation of an interlocking plant or other protection that may hereafter be ordered by this Commission, the Commission makes no order in relation thereto at this time, and approves such contract so far as it is in harmony with this order.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossing protect the trolley by installing proper trolley guards.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 30th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 713

Southern Traction Company of Illinois, Petitioner

v.

Illinois Central Railroad Company, Respondent

*In re petition to cross at grade a spur track in Belleville, Illinois.*

The petitioner, the Southern Traction Company of Illinois, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad from East St. Louis, county of St. Clair, to a point in Belleville, county of St. Clair and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety

of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Southern Traction Company of Illinois be, and the same is hereby authorized to cross at grade (the right-of-way having first been granted), the right-of-way and track of the respondent road, namely the Illinois Central Railroad Company at a point on its railroad on its spur track to the Richland Foundry in Belleville, county of St. Clair and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation and maintenance of such crossing, and also for the proper division of expense of installation, maintenance and operation of an interlocking plant or other protection that may hereafter be ordered by this Commission, the Commission at this time makes no order in relation thereto, and approves of such contract so far as it is in harmony with this order.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossing protect the trolley by installing proper trolley guards.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary in relation thereto.

By order of the Commission this 30th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 712

Southern Traction Company of Illinois, Petitioner

v.

Illinois Central Railroad Company, Respondent

*In re petition to cross overhead near East St. Louis, Illinois*

The petitioner, the Southern Traction Company of Illinois, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad from East St. Louis, county of St. Clair, to a point in Belleville, county of St. Clair and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before this Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.



It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Southern Traction Company of Illinois be, and the same is hereby authorized to cross overhead (the right-of-way having first been obtained), the right-of-way and tracks of the respondent road, namely, the Illinois Central Railroad Company, at a point on its railroad at mile post G 13 miles, 183 feet from East St. Louis, county of St. Clair and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It is further ordered that the said petitioner shall present to this Commission for its examination and approval, plans and specifications for said overhead crossing, and that said petitioner shall also furnish to the respondent road a copy of said plans and specifications for examination; and that said overhead crossing shall not be construed until such plans and specifications have been presented to and approved by this Commission.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation and maintenance of such crossing, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossing protect the trolley by installing proper trolley guards.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 30th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 648

Alton & Southern Railway Company, Petitioner

v.

Louisville & Nashville Railroad Company, Respondent

*Application for permission to operate trains over crossing*

Now on this day comes the Alton & Southern Railway Company and files herein the following application:

"The Alton & Southern Railroad respectfully petition your Honorable Body for permission to install a crossing frog at its crossing with the Louisville & Nashville Railroad near East St. Louis, and that you grant the Louisville & Nashville Railroad permission to cross said crossing without stopping its trains, under the following conditions: That the Alton & Southern Railroad shall only be allowed to operate over the crossing between the hours of 7:00 A.M. and 6:00 P.M., and that the Alton & Southern Railroad during these hours shall keep a thoroughly competent flagman there to protect the crossing.

"This request is made on behalf of the Alton & Southern Railroad with the understanding that if granted, this order shall apply only until such time as an interlocking plant can be constructed and placed in operation."

And it appearing to the Commission that the said Alton & Southern Railway Company has been duly authorized to cross the said Louisville & Nashville Railroad and is required to put in at said crossing a proper and sufficient interlocking plant to protect said crossing; and it further appear-

ing that it is necessary for the said Alton & Southern Railway Company to temporarily cross said Louisville & Nashville Railroad a few times each day for the purpose of handling its construction material during the installation of the crossing and erection of the interlocking plant, and the Commission being fully advised as to the necessity therefor.

It is therefore ordered, adjudged and decreed by the Commission that such temporary crossing be permitted, and that the said Alton & Southern Railway Company between the hours of 7:00 A.M. and 6:00 P.M. keep a competent and trustworthy flagman at such crossing for the purpose of indicating the approach of trains of the said Alton & Southern Railway Company, for the safety of both of said railroads and the traveling public.

It is further ordered that the said Alton & Southern Railway Company is hereby only authorized to cross said Louisville & Nashville Railroad between the hours of 7:00 A.M. and 6:00 P.M., during which time said flagman will be at this crossing for the purpose of protecting same, and this permission is only given for a period of one hundred days from this date.

By order of the Commission this 4th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

No. 730

Chicago, Burlington & Quincy Railroad Company, Petitioner

v.

Peoria & Pekin Union Railway Company, Respondent

*In re petition to cross at grade in Water Street, Peoria, Illinois*

The petitioner, the Chicago, Burlington & Quincy Railroad Company, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct, acquire, maintain and operate a railroad in the city of Peoria, county of Peoria and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and an answer filed by said respondent, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

It is contended with considerable earnestness that there is no necessity from a traffic stand-point for this crossing, and to that phase of the question the Commission has given especial attention.

On page 3 of the record the following question is asked of A. S. Oakford, a witness in the case:

"Well now with reference to the proposed track in what way would that serve the commercial necessity of this property if it were put in? Describe that to the Commission."

The answer was as follows:

"The situation is that hundreds of thousands of dollars worth of goods are being handled into these industries, that I speak of, and out of them with the use of trucks."

Witness further stated:

"They ought to be handled and can only be advantageously handled by the use of cars."

The following question was asked:

"Now in reference to the property on the other side, what is the character of that?"

Witness answering said:

"That is of the same character and involves the same condition."

The question was then asked:

"And at the present time the property on the opposite side of Commercial Street from Water Street has no trackage facilities at all?"

Answer:

"None whatever."

The witness testified further that he is one of the signers of the petition for the putting in of this crossing and also stated that he had previously signed another petition.

Witness further stated:

"We have been struggling for years to bring about a solution of this question."

The following question was asked:

"Did you sign a petition for the Peoria and Pekin Union Railway Company?"

Answer:

"Yes, we did."

"Q. How long since was that?"

"A. Three years ago, I believe. About that date."

Witness further states that the property along this street has no trackage facilities whatever, and that the business is increasing from day to day.

The witness on cross-examination as to the general condition and nature of this switch says on page 8 of the record:

"We have inadequate railroad facilities. To illustrate: Since the first of September there has not been a day since we have cleaned up our business. We have twenty, thirty, or forty orders that we cannot send out to our customers, due to lack of cars to bring our goods in and congestion of wagons."

Witness further says on this same subject:

"There cannot be much of an increase of drayage facilities. There is a congestion of wagons there now. We want a modern wholesale way of getting goods in. We want cars—not trucks."

Speaking of the congestion of drayage, the witness says on page 8:

"It is right in the heart of the jobbing district and very marked in that locality."

Speaking further witness says:

"It is our effort to clean up our business in order to keep right with our trade throughout central Illinois and try to clean up every order at four o'clock. But we cannot do it under present conditions."

The witness on re-direct examination, stated that the putting in of this side track would materially reduce the wagon congestion on that street.

Commissioner Eckhart asked the following question of witness W. E. Persons, Manager of the Larkin Company:

"If a car was switched in front of your place and you could load direct into the car, how much time would that save in getting the freight out of Peoria?"

Witness answering said:

"It would save from twenty-four to seventy-two hours."

On page twenty-one of the record, speaking of the general conditions in this locality, Mr. Page, a witness, said:

"If that track cannot go in I don't see how the wholesale business can stay in that locality. They will have to seek other locations or handle their business the old way—by wagon."

The record also shows that these tracks are in the public streets of the city of Peoria, over which the city council has absolute control, and that the city council has granted to the petitioner herein an ordinance authorizing the laying of this track in said street.

It is manifest from this testimony that it is necessary, in the interests of the wholesale traffic of Peoria, that this petition should be allowed. The record shows that the respondent company was petitioned more than three years ago to lay a similar track, and for some reason not shown in the record, has failed or neglected to do so, and the Commission finds, that the wholesale industries in that locality should not be delayed longer from having additional facilities for receiving and sending out their goods. The day has passed when wholesale houses should be dependent upon trucks for the moving of their goods. The modern way is side tracks upon which can be set cars for both loading and unloading of goods.

It is contended that a large number of trains pass back and forth daily over these tracks, but the record also shows as well as the plat filed herein, that these streets are full of tracks and side tracks, and that a large portion of the work done there is switching among the industries, and a slow movement of trains, approaching the depot, which is in the immediate vicinity, and departing from said depot, and in view of the fact that an ordinance has been granted by the city council, and that said city council has entire supervision over the streets, to place such protection or watchmen there as it deems necessary, is a sufficient answer to that objection.

The Commission having viewed the premises at the point of crossing as shown by the petitioner, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossings at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Chicago, Burlington & Quincy Railroad Company be, and the same is hereby authorized to cross at grade the tracks of the respondent road, namely the Peoria & Pekin Union Railway Company, at a point in Water Street, in the city of Peoria, county of Peoria and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossings.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 16th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 720

Southern Traction Company of Illinois

v.

Illinois Central Railroad Company

Alton and Mississippi River Belt Railway & Transportation Company  
Intervenor

*In the matter of petition for crossing at a point in St. Clair County, Illinois*

The Alton & Mississippi River Belt Railway & Transportation Company having entered its appearance in the above entitled cause for the purpose of protecting its rights as embodied in orders heretofore made by this Commission for overhead crossings in the following matters, to-wit:

No. 657 entered September 18, 1912, for overhead crossing of Alton & Mississippi River Belt Railway & Transportation Company over Illinois Central Railroad Company.

No. 658 entered September 18, 1912, for overhead crossing of Alton & Mississippi River Belt Railway & Transportation Company over St. Louis, Belleville & Southern Railway Company and Illinois Central Railroad Company.

And it appearing to the Commission that the crossing order to be entered in the above entitled matter, No. 720, should be on such terms as to properly protect the right of said Alton & Mississippi River Belt Railway & Transportation Company under the orders in said causes No. 657 and 658. It is therefore ordered as follows:

The track or tracks of the Southern Traction Company extending eastwardly from the point of crossing over the Illinois Central Railroad Company tracks described in Case No. 720 shall be at such attitude in pass-

ing beneath the grade of the tracks of the Alton & Mississippi River Belt Railway & Transportation Company at the point where the tracks of said Southern Traction Company crosses the line of said Alton & Mississippi River Belt Railway & Transportation Company between the points described in said cases No. 657 and 658, so that the tracks of said Southern Traction Company at said point shall be at an elevation not higher than the east bound track of the Illinois Central Railroad Company.

The Commission hereby retains full jurisdiction of both the subject-matter and the parties hereto for the purpose of making further orders in relation to this matter that may become necessary.

By order of the Commission this 16th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Above form of order satisfactory.

SOUTHERN TRACTION COMPANY

By W. E. TRAUTMAN, *Its Attorney*.

ALTON & MISSISSIPPI RIVER BELT RAILWAY  
& TRANSPORTATION COMPANY

By STARNES & HABERMAN, *Its Attorneys*.

No. 722

Southern Traction Company of Illinois, Petitioner

v.

Southern Railway Company, Respondent

*In re petition to cross at grade at Fourth Street and Railroad Avenue, East St. Louis, Illinois*

The petitioner, the Southern Traction Company of Illinois, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad from East St. Louis, county of St. Clair, to a point in Belleville, county of St. Clair and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and an answer having been filed by said respondent and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Southern Traction Company of Illinois be, and the same is hereby authorized to cross at grade (the right-of-way having first been obtained), the right-of-way and track of the respondent road, namely the Southern Railway Company, at a point on its railroad at Fourth Street and Railroad Avenue, in the city of East St. Louis, county of St. Clair and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation and maintenance of such crossing, and also for the proper division of expense of installation, maintenance and operation of an interlocking plant or other protection that may hereafter be ordered by this Commission, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossing protect the trolley by installing proper trolley guards.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 17th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 723

Southern Traction Company of Illinois, Petitioner

v.

Southern Railway Company, Respondent

*In re petition to cross at grade at Eighth Street and Market Avenue, East St. Louis, Illinois*

The petitioner, the Southern Traction Company of Illinois, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad from East St. Louis, county of St. Clair, to a point in Belleville, county of St. Clair and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and an answer filed by said respondent, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon the said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is, hereby granted.

It is further ordered that the petitioner, the Southern Traction Company of Illinois be, and the same is, hereby authorized to cross at grade (the right-of-way having first been obtained) the right-of-way and track of the respondent road, namely, the Southern Railway Company, at a point on its railroad at the intersection of Eighth Street and Market Avenue, in the city of East St. Louis, county of St. Clair and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation and maintenance of such crossing, and also for the proper division of expense

of installation, maintenance and operation of an interlocking plant or other protection that may hereafter be ordered by this Commission, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossing protect the trolley by installing proper trolley guards.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 17th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 748

Alton & Southern Railroad, Petitioner

v.

East St. Louis, Columbia & Waterloo Railway, Respondent

*In re petition to cross at grade in Lot 121 of the Cahokia Common Fields,  
county of St. Clair and State of Illinois*

The petitioner, the Alton & Southern Railroad, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad from a point near the south-easterly city limits of the city of East St. Louis, Ill., around the city of East St. Louis, and to the easterly banks of the Mississippi River, opposite the city of St. Louis, Mo.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent road as required by law and the rules of this Commission, and an answer filed by said respondent, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is, hereby granted.

It is further ordered that the petitioner, the Alton & Southern Railroad, be, and the same is, hereby authorized to cross at grade (the right-of-way having first been obtained) the right-of-way and tracks of the respondent road, namely, the East St. Louis, Columbia & Waterloo Railway, at a point in Lot 121 of the Cahokia Common Fields, county of St. Clair and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation and maintenance of such crossing, and also for the proper division of expense of installation, maintenance and operation of an interlocking plant or other protection that may hereafter be ordered by this Commission, the Commis-

sion at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 21st day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 746

Alton & Southern Railroad, Petitioner,

v.

Illinois Transfer Railroad Company, Respondent

*In re petition to cross at grade at or near Lots 121 and 122 of Cahokia Common Fields, Illinois*

The petitioner, the Alton & Southern Railroad, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad from a point near the present southeasterly city limits of the city of East St. Louis, Ill., around the city of East St. Louis, and to the easterly banks of the Mississippi River, opposite the city of St. Louis, Mo.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is, hereby granted.

It is further ordered that the petitioner, the Alton & Southern Railroad, be, and the same is, hereby authorized to cross at grade (the right-of-way having first been obtained) the right-of-way and tracks of the respondent road, namely, the Illinois Transfer Railroad Company, at or near Lots 121 and 122 of Cahokia Common Fields, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into an agreement in relation to the expense of the installation and maintenance of such crossing, and also for the proper division of expense of installation, maintenance and operation of an interlocking plant or other protection that may hereafter be ordered by this Commission, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

The Commission hereby retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 21st day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.



Alton & Southern Railroad, Petitioner  
v.

Illinois Central Railroad Company  
St. Louis, Belleville & Southern Railway Company, Respondents

*In re petition to cross at grade at Valley Junction, near East St. Louis,  
Illinois*

The petitioner, the Alton & Southern Railroad is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad from a point near the present southeasterly city limits of the city of East St. Louis, Ill., around the city of East St. Louis, and to the easterly banks of the Mississippi River, opposite the city of St. Louis, Mo.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Alton & Southern Railroad be, and the same is hereby authorized to cross at grade (the right-of-way having first been obtained), the right-of-way and tracks of the respondent roads, namely the Illinois Central Railroad Company and the St. Louis, Belleville & Southern Railway Company at Valley Junction near the city limits of the city of East St. Louis, county of St. Clair and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation and maintenance of such crossing, the Commission makes no order in relation thereto.

It is further ordered by the Commission that what is known as the Valley Junction interlocking plant shall be enlarged to cover said crossing under the terms of contract on file with the Commission, plans for such enlargement to be submitted to this Commission for its examination and approval, and when properly approved by the Commission, said plant shall be so enlarged.

It appearing to the Commission that the respective parties have entered into an agreement as to the division of expense of installation, maintenance and operation of said interlocking plant, the Commission at this time makes no order in relation thereto.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 21st day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Alton & Southern Railroad, Petitioner  
v.  
Illinois Transfer Railroad Company, Respondent

*In re petition to cross at grade at Valley Junction, near the city limits of East St. Louis, Illinois*

The petitioner, the Alton & Southern Railroad is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad from a point near the present southeasterly city limits of the city of East St. Louis, Ill., around the city of East St. Louis, and to the easterly banks of the Mississippi River, opposite the city of St. Louis, Mo.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that the same is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same ~~is~~ hereby granted.

It is further ordered that the petitioner, the Alton & Southern Railroad be, and the same is hereby authorized to cross at grade (the right-of-way having first been obtained), the right-of-way and tracks of the respondent road, namely the Illinois Transfer Railroad Company at Valley Junction near the city limits of the city of East St. Louis, county of St. Clair and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation and maintenance of such crossing, the Commission makes no order in relation thereto.

It is further ordered by the Commission that what is known as the Valley Junction interlocking plant shall be enlarged to cover said crossing under the terms of contract on file with the Commission, plans for such enlargement to be submitted to this Commission for its examination and approval, and when properly approved by the Commission, said plant shall be so enlarged.

It appearing to the Commission that the respective parties have entered into an agreement as to the division of expense of installation, maintenance and operation of said interlocking plant, the Commission at this time makes no order in relation thereto.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 21st day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 744

Alton &amp; Southern Railroad, Petitioner

v.

East St. Louis &amp; Carondelet Railway Company, Respondent

*In re petition to cross at grade at a point south of the city of East St. Louis, Illinois*

The petitioner, the Alton & Southern Railway is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad from a point near the present southeasterly city limits of the city of East St. Louis, Ill., around the city of East St. Louis, and to the easterly banks of the Mississippi River, opposite the city of St. Louis, Mo.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that the same is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is, hereby granted.

It is further ordered that the petitioner, the Alton & Southern Railroad, be, and the same is, hereby authorized to cross at grade (the right-of-way having first been obtained) the right-of-way and tracks of the respondent road, namely, the East St. Louis & Carondelet Railway Company, at a point south of the city of East St. Louis, county of St. Clair and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation and maintenance of such crossing, and also for the proper division of expense of installation, maintenance and operation of an interlocking plant or other protection that may hereafter be ordered by this Commission, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 21st day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 720

Southern Traction Company of Illinois, Petitioner

v.

Illinois Central Railroad Company, Respondent

*In re petition to cross overhead at mile post 689 miles 1641 feet measured from New Orleans, near East St. Louis, Illinois*

The petitioner, the Southern Traction Company of Illinois, is a corporation organized and existing under the laws of the State of Illinois, and as

such is duly authorized to construct and operate a railroad from East St. Louis, in the county of St. Clair, to a point in Belleville, county of St. Clair and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is, hereby granted.

It is further ordered that the petitioner, the Southern Traction Company of Illinois, be, and the same is, hereby authorized to cross overhead (the right-of-way having first been obtained) the right-of-way and tracks of the respondent road, namely, the Illinois Central Railroad Company, at a point on its railroad at mile post 689 miles 1,641 feet, measured from New Orleans, near East St. Louis, county of St. Clair and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It is further ordered that the said petitioner shall present to this Commission for its examination and approval, plans and specifications for said overhead crossing, and that said petitioner shall also furnish to the respondent road a copy of said plans and specifications for examination; and that said overhead crossing shall not be constructed until such plans and specifications have been presented to and approved by this Commission.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation and maintenance of such crossing, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossing protect the trolley by installing proper trolley guards.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 21st day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 743

Calumet & South Chicago Railway Company, Petitioner  
v.

Illinois Central Railroad Company, Respondent

*In re petition to cross at grade temporarily, at One Hundred and Thirty-Fourth Street, Chicago, Illinois*

The petitioner, the Calumet & South Chicago Railway Company, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a street railway in the city of Chicago, county of Cook and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It appearing to the Commission that the roads interested in said crossings have considered and are now considering elevating tracks at One Hundred and Thirty-fourth Street in the city of Chicago and that the preliminary steps therefor have been taken and are being taken, and the Commission finds from statements made to them that at the earliest possible period said tracks will be elevated.

It is therefor ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted temporarily, and during the period of such negotiations for the elevation of said tracks and separation of said grades.

It is further ordered that the petitioner, the Calumet & South Chicago Railway Company be, and the same is hereby authorized to cross at grade temporarily (the right-of-way having first been obtained), the right-of-way and tracks of the respondent road, namely the Illinois Central Railroad Company, at a point on One Hundred and Thirty-fourth Street, in the city of Chicago, county of Cook and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to contract filed herein, and referred to herein for certainty as to location of said crossing.

It is further ordered that such crossing be protected by the interlocking plant now installed and in operation at the point of such crossing.

It appearing to the Commission that the respective parties herein have entered into an agreement as to the division of expense of installation, maintenance and operation of said interlocking plant, the Commission makes no order in relation thereto.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossing protect the trolley by installing proper trolley guards.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 25th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 700

Illinois Central Railroad Company, Petitioner

v.

Toledo, St. Louis & Western Railroad Company

St. Louis, Troy & Eastern Railroad Company, Respondents

*In re petition to cross at grade between Bridge Junction and Madison,  
Illinois*

The petitioner, the Illinois Central Railroad Company, is a corporation organized and existing under the laws of the State of Illinois, and duly

authorized as such to construct and operate a railroad in the State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondents as required by law and the rules of this Commission, and answers filed by said respondents, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Illinois Central Railroad Company be, and the same is hereby authorized to cross at grade (the right-of-way having first been obtained), the right-of-way and tracks of the respondent Toledo, St. Louis & Western Railroad Company and the respondent St. Louis, Troy & Eastern Railroad Company, at a point about half way between Bridge Junction and Madison, Ill., at or near the crossing of the respondents' tracks with the tracks of the Wabash Railroad Company, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into contracts in relation to the expense of the installation and maintenance of such crossing, and also for the proper division of expense of installation, maintenance and operation of an interlocking plant or other protection that may hereafter be ordered by this Commission, the Commission at this time makes no order in relation thereto, and approves such contracts so far as they are in harmony with this order.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*.

No. 749

Southern Illinois Railway & Power Company, Petitioner

v.

Illinois Central Railroad Company, Respondent

*In re petition to cross at grade in West Locust Street, Eldorado, Illinois*

The petitioner, the Southern Illinois Railway & Power Company, is a corporation organized and existing under the laws of the State of Illinois, and duly organized as such to construct and operate a railroad from the city of Eldorado in the county of Saline to a point within the corporate limits of the town of Carrier Mills, county of Saline and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent

as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon the said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is, hereby granted.

It is further ordered that the petitioner, the Southern Illinois Railway & Power Company, be, and the same is, hereby authorized to cross at grade (the right-of-way having first been obtained) the right-of-way and tracks of the respondent road, namely, the Illinois Central Railroad Company, at a point on its railroad along the center of West Locust Street in the city of Eldorado, county of Saline and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation and maintenance of such crossing, and also for the proper division of expense of installation, maintenance and operation of an interlocking plant or other protection that may hereafter be ordered by this Commission, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossing protect the trolley by installing proper trolley guards.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*.

#### No. 750

Southern Illinois Railway & Power Company, Petitioner

v.

Cleveland, Cincinnati, Chicago & St. Louis Railway Company, Respondent

*In re petition to cross at grade near the east corporation limits of Carrier Mills, Illinois*

The petitioner, the Southern Illinois Railway & Power Company, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad from the city of Eldorado, county of Saline, to a point within the corporate limits of the town of Carrier Mills, county of Saline and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the

Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is, hereby granted.

It is further ordered that the petitioner, the Southern Illinois Railway & Power Company, be, and the same is, hereby authorized to cross at grade (the right-of-way having first been obtained) the right-of-way and tracks of the respondent road, namely, the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, at a point on its coal track leading to the O'Gara Coal Company's Mine No. 15, near the east corporation limits of the town of Carrier Mills, in the northeast quarter of the northeast quarter of Section 2, Township 10 south, Range 6 east of the Third Principal Meridian, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation and maintenance of such crossing, and also for the proper division of expense of installation, maintenance and operation of an interlocking plant or other protection that may hereafter be ordered by this Commission, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossing protect the trolley by installing proper trolley guards.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*.

#### No. 751

Southern Illinois Railway & Power Company, Petitioner  
v.  
Cleveland, Cincinnati, Chicago & St. Louis Railway Company, Respondent

*In re petition to cross at grade at Locust Street near Womack Street,  
Eldorado, Illinois*

The petitioner, the Southern Illinois Railway & Power Company, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad from the city of Eldorado in the county of Saline to a point within the corporate limits of the town of Carrier Mills, county of Saline and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing



at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Southern Illinois Railway & Power Company be, and the same is hereby authorized to cross at grade (the right-of-way having first been obtained), the right-of-way and tracks of the respondent road, namely the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, at a point on its coal tracks leading to the O'Gara Coal Company's Mine No. 10, Locust Street near Womack Street in the city of Eldorado, county of Saline and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation and maintenance of such crossing, and also for the proper division of expense of installation, maintenance and operation of an interlocking plant or other protection that may hereafter be ordered by this Commission, the Commission at this time makes no order in relation thereto, and approves of such contract so far as it is in harmony with this order.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossing protect the trolley by installing proper trolley guards.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*.

No. 752

Southern Illinois Railway & Power Company, Petitioner

v.

The Saline Valley Railway Company, Respondent

*In re petition to cross at grade in Jackson Street, Harrisburg, Illinois*

The petitioner, the Southern Illinois Railway & Power Company, is a corporation organized and existing under the laws of the State of Illinois, and duly authorized as such to construct and operate a railroad from the city of Eldorado in the county of Saline to a point within the corporate limits of the town of Carrier Mills, county of Saline and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Southern Illinois Railway & Power Company be, and the same is hereby authorized to cross at grade (the right-of-way having first been obtained), the right-of-way and tracks of the respondent road, namely the Saline Valley Railway Company, at a point on its railroad in Jackson Street city of Harrisburg, county of Saline and State of Illinois, such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation and maintenance of such crossing and also for the proper division of expense of installation, maintenance and operation of an interlocking plant or other protection that may hereafter be ordered by this Commission, the Commission at this time makes no order in relation thereto, and approves such contract so far as it is in harmony with this order.

It is further ordered, adjudged and decreed by the Commission that the petitioner in making such crossing, shall erect and maintain its trolley wires in accordance with the rules and regulations of this Commission, and it shall at such crossing protect the trolley by installing proper trolley guards.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,

No. 753

The Caseyville Railway Company

v.

Alton Southern Railway Company

*In the matter of the application for a grade crossing at a point in the city of East St. Louis, county of St. Clair*

The petitioner herein, the Caseyville Railway Company is a corporation organized and existing under and by virtue of the laws of the State of Illinois to operate and construct a railroad from a point in section 24, township 2 north, range 9 west, in the county of St. Clair to a point in the city of East St. Louis, county of St. Clair, State of Illinois. It appearing to the Commission that the petition herein was filed in due time and in proper form with the secretary of this Commission, and that due notice of said proceeding was given to the defendant herein, and that the defendant herein filed on October 18, 1913, an answer to said petition admitting the facts stated in said petition and consents so far as it is concerned to a grade crossing at said point over said defendant's road in compliance with a contract filed with said petition and as a part thereof.

And the Commission having jurisdiction of the subject matter and the respective parties, and having heard the testimony of the witnesses and viewed the premises as required by law, and it appearing to the Commission that the said grade crossing at such point will not unnecessarily obstruct travel over said defendant's road, and the said crossing is necessary and practical at said point, it is therefore ordered, adjudged and decreed by the Commission that the said petition of the Caseyville Railway Company be and the same is hereby authorized to cross at grade (the right-of-way having first been obtained), the Alton Southern Railway at a point fully and particularly described in said contract attached to said petition, and also a plat filed with said petition, reference to which plat is hereby made for the exact description and point of crossing.

It appearing to the Commission that the respective parties have entered into a contract, copy of which was filed with said petition, as to the division of costs of said crossing, protection, etc., when necessary, the Commission

makes no order in relation thereto but approves said contract in so far as the same is not in conflict with this order.

The Commission reserves jurisdiction of the subject matter and parties herein for the purpose of making any further order if necessary.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*.

No. 754

Atchison, Topeka & Santa Fé Railway Company, Petitioner  
v.

Chicago & Alton Railroad Company, Respondent

*In re petition to cross at grade at Osgood Street, Joliet, Illinois*

The petitioner, the Atchison, Topeka & Santa Fé Railway Company, is a corporation organized and existing under the laws of the State of Kansas, and duly authorized as such to construct and operate a railroad from Chicago in the county of Cook to a point in the west line of the State, county of Hancock and the State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Atchison, Topeka & Santa Fé Railway Company be, and the same is hereby authorized to cross at grade (the right-of-way having first been obtained), the right-of-way and tracks of the respondent road, namely the Chicago & Alton Railroad Company, at a point on its railroad crossing of the Atchison, Topeka & Santa Fé Railway westbound main track connection and the Chicago & Alton R. R. eastbound main track at Osgood Street, Joliet, county of Will and State of Illinois and designated as "A," such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

This being practically the same crossing as was in between the respective roads at grade before the elevation of tracks at this point, no bill is rendered for the same.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*.

No. 755

Atchison, Topeka & Santa Fé Railway Company, Petitioner  
v.

Chicago & Alton Railroad Company, Respondent

*In re petition to cross at grade near Osgood Street, Joliet, Illinois*

The petitioner, the Atchison, Topeka & Santa Fé Railway Company, is a corporation organized and existing under the laws of the State of Kansas,

and duly authorized as such to construct and operate a railroad from Chicago in the county of Cook to a point in the west line of the State, county of Hancock and the State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And the Commission having viewed the premises at the point as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Atchison, Topeka & Santa Fé Railway Company be, and the same is hereby authorized to cross at grade (the right-of-way having first been obtained), the right-of-way and tracks of the respondent road, namely the Chicago & Alton Railroad Company, at a point on its railroad crossing of the Atchison, Topeka & Santa Fé Railway westbound and the Chicago & Alton Railroad westbound connections about one hundred and fifty feet north of the north line of Osgood Street in Joliet, county of Will and State of Illinois designated as "B," such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

This being practically the same crossing that was in between the respective roads at grade before the elevation of tracks at this point, no bill is rendered for the same.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*.

No. 756

Atchison, Topeka & Santa Fé Railway Company, Petitioner

v.

Chicago & Alton Railroad Company, Respondent

*In re petition to cross at grade near Osgood Street, Joliet, Illinois*

The petitioner, the Atchison, Topeka & Santa Fé Railway Company, is a corporation organized and existing under the laws of the State of Kansas, and duly authorized as such to construct and operate a railroad from Chicago, in the county of Cook, to a point in the west line of the State, county of Hancock and the State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such

point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is, hereby granted.

It is further ordered that the petitioners, the Atchison, Topeka & Santa Fé Railway Company, be, and the same is, hereby authorized to cross at grade (the right-of-way being first obtained) the right-of-way and tracks of the respondent road, namely, the Chicago & Alton Railroad Company, at a point on its railroad crossing of the Chicago & Alton Railroad eastbound main track and the connection from the Chicago & Alton Railroad westbound main track to the Atchison, Topeka & Santa Fé Railway westbound main track and crossing of the Atchison, Topeka & Santa Fé Railway westbound main track and the Chicago & Alton Railroad connection from their eastbound main track to the Atchison, Topeka & Santa Fé Railway eastbound main tracks, three hundred and thirty (330) feet north of the north line of Osgood Street in Joliet, county of Will and State of Illinois, designated as "C," such crossing being more fully and particularly described by the plat and blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

This being practically the same crossing as was in between the respective roads at grade before the elevation of tracks at this point, no bill is rendered for the same.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*.

#### No. 757

Atchison, Topeka & Santa Fé Railway Company, Petitioner

v.

Chicago & Alton Railroad Company, Respondent

*In re petition to cross at grade near Washington Street, Joliet, Illinois*

The petitioner, the Atchison, Topeka & Santa Fé Railway Company, is a corporation organized and existing under the laws of the state of Kansas, and duly authorized as such to construct and operate a railroad from Chicago, in the county of Cook, to a point in the west line of the State, county of Hancock and the State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is, hereby granted.

It is further ordered that the petitioner, the Atchison, Topeka & Santa Fé Railway Company be, and the same is, hereby authorized to cross at grade (the right-of-way having first been obtained) the right-of-way and tracks of the respondent road, namely, the Chicago & Alton Railroad Company, at a point on its railroad crossing of the Atchison, Topeka & Santa Fé Railway eastbound main track and the joint transfer track of the Michigan

Central Railroad, Chicago, Rock Island & Pacific Railway, the Chicago & Alton Railroad and the Atchison, Topeka & Santa Fé Railway, three hundred (300) feet south of the north line of Washington Street in Joliet, county of Will and State of Illinois, designated as "D," such crossing being more fully and particularly described by the plat and blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

This being practically the same crossing as was in between the respective roads at grade before the elevation of tracks at this point, no bill is rendered for the same.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*.

No. 758

Atchison, Topeka & Santa Fé Railway Company, Petitioner  
v.  
Chicago & Alton Railroad Company, Respondent

*In re petition to cross at grade near Clinton Street, Joliet, Illinois*

The petitioner, the Atchison, Topeka & Santa Fé Railway Company, is a corporation organized and existing under the laws of the state of Kansas; and duly authorized as such to construct and operate a railroad from Chicago, in the county of Cook, to a point in the west line of the State, county of Hancock and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is, hereby granted.

It is further ordered that the petitioner, the Atchison, Topeka & Santa Fé Railway Company, be, and the same is, hereby authorized to cross at grade (the right-of-way having first been obtained) the right-of-way and tracks of the respondent road, namely, the Chicago & Alton Railroad Company, at a point on its railroad crossing of the Atchison, Topeka & Santa Fé Railway westbound main track and the Chicago & Alton Railroad eastbound main track fifteen (15) feet north of the north line of Clinton Street in Joliet, county of Will and State of Illinois, designated as "E," such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

This being practically the same crossing as was in between the respective roads at grade before the elevation of tracks at this point, no bill is rendered for the same.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*.

No. 759

Atchison, Topeka & Santa Fé Railway Company, Petitioner  
v.

Chicago & Alton Railroad Company, Respondent

*In re petition to cross at grade near Clinton Street, Joliet, Illinois*

The petitioner, the Atchison, Topeka & Santa Fé Railway Company, is a corporation organized and existing under the laws of the state of Kansas, and duly authorized as such to construct and operate a railroad from Chicago in the county of Cook to a point in the west line of the State, county of Hancock and the State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Atchison, Topeka & Santa Fé Railway Company be, and the same is hereby authorized to cross at grade (the right-of-way having first been obtained), the right-of-way and tracks of the respondent road, namely the Chicago & Alton Railroad Company, at a point on its railroad crossing of the Atchison, Topeka & Santa Fé Railway eastbound track and the Chicago & Alton Railroad westbound main track one hundred and forty-five (145) feet north of the north line of Clinton Street in Joliet, county of Will and State of Illinois, designated as "F," such crossing being more fully and particularly described by the plat and blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

This being practically the same crossing as was in between the respective roads at grade before the elevation of tracks at this point, no bill is rendered for the same.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*.

No. 760

Atchison, Topeka & Santa Fé Railway Company, Petitioner  
v.

Chicago & Alton Railroad Company, Respondent

*In re petition to cross at grade near Cass Street, Joliet, Illinois*

The petitioner, the Atchison, Topeka & Santa Fé Railway Company, is a corporation organized and existing under the laws of the state of Kansas, and duly authorized as such to construct and operate a railroad from Chicago in the county of Cook to a point in the west line of the State, county of Hancock and the State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and

that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And the Commission having viewed the premises at the point of crossing as shown by the petition, and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and the Commission having heard the testimony and arguments of counsel, and being fully advised in the premises, and it appearing that such crossing at such point will not unnecessarily impede or endanger the travel or transportation upon said railroad so crossed by the petitioner.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition be, and the same is hereby granted.

It is further ordered that the petitioner, the Atchison, Topeka & Santa Fé Railway Company be, and the same is hereby authorized to cross at grade (the right-of-way having first been obtained), the right-of-way and tracks of the respondent road, namely the Chicago & Alton Railroad Company, at a point on its railroad crossing of the Atchison, Topeka & Santa Fé Railway eastbound main track and the Chicago & Alton Railroad westbound main track one hundred and twenty-five (125) feet north of the north line of Cass Street in Joliet, county of Will and State of Illinois, designated as "G," such crossing being more fully and particularly described by the plat or blue print attached to said petition, and referred to herein for certainty as to location of said crossing.

This being practically the same crossing as was in between the respective roads at grade before the elevation of tracks at this point, no bill is rendered for the same.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.  
B. A. ECKHART, *Commissioner*.

No. 697

St. Louis, Springfield & Peoria Railroad  
v.  
Peoria & Pekin Union Railway Company

*In the matter of the petition for rehearing in the above entitled cause*

The original petition in this case was filed February 26, 1913, and the answer to the same on April 9, 1913. The original petition asked for a crossing at grade in the city of Peoria, all of which is fully set out in the petition, answer and record. After a full hearing the Commission—having viewed the premises and heard the arguments of counsel and upon due consideration—on the 15th day of August, 1913, entered an order granting the prayer of the petition and authorizing a crossing as prayed for in said petition.

On September 3, 1913, petition was filed for a rehearing by the defendant, the Peoria & Pekin Union Railway Company. The principal reason assigned in the petition for rehearing is that since the filing of the original herein, the petitioner has made a connection with another railroad in the city of Peoria by which it can transport its freight cars and accomplish the same end desired and prayed for in the original petition. This is denied by the defendant company. An examination of the facts show that while temporary connection has been made with the Peoria Terminal Company in the city of Peoria, yet the petitioner will be unable to reach any of the industries located on the Peoria & Pekin Union Railway track, and that it will also be unable to reach without the connection prayed for in the original petition and allowed in the order herein, the Chicago & Alton R. R., the C. C. C. & St. L. R. R., the Lake Erie & Western R. R., the Vandalla R. R., Illinois Central Railroad, Toledo, Peoria & Western Railroad, and Chicago, Peoria & St. Louis Railroad for interchange purposes. All of the other matters set



forth in the petition for rehearing were thoroughly and ably gone into at the hearing and argued at length and ably in the original arguments.

After a very careful consideration of the entire record, the Commission see no reason why there should be a rehearing in this case and a petition for a rehearing is denied.

It is therefore ordered, adjudged and decreed that the petition for a rehearing be and the same is hereby denied.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*.

No. 1179

Railroad & Warehouse Commission

. v.

Wabash Railroad Company

Illinois Central Traction Company

Decatur Railway & Light Company

*Citation to show cause why crossing at West Main Street, Decatur, Illinois, should not be protected*

The citation in this case was issued May, 1912. The respective roads filed their answers and the matter was submitted to the engineers of the respective roads, plans were submitted by the respective parties and examined by the engineer of this Commission and the engineers of the respective roads, but up to this time they have been unable to agree upon any plan for the protection of said crossing.

At a recent meeting of the Commission the defendant Wabash Railroad Company presented the question to this Commission of jurisdiction, contending that this was a street crossing and that this Commission had no power or authority to make an order in relation to said crossing, or to regulate the same or require any protection to be placed thereon. The Commission thereupon requested the parties in interest to submit briefs upon that subject for the consideration of the Commission, and on October 6, 1913, the Illinois Central Traction Company submitted its brief in favor of the jurisdiction of the Commission, and the Wabash Railroad Company on October 15th filed its brief denying the jurisdiction of said Commission.

While the Commission appreciates very fully that the subject matter is not entirely free from difficulty, yet after a careful examination of the law and authority cited, the Commission hold they have jurisdiction and that said crossing is a railroad crossing in the meaning of the statute and the Commission has power to direct protection at said crossing. The Commission finds that to run said crossing until such time as there is proper protection approved by this Commission, is a violation of the law of this State, and said defendant roads are hereby ordered and directed, before making such crossing, to make a full stop before reaching the same and within eight hundred (800) feet therefrom, and that until such a time as proper plans for the protection of said crossing have been submitted to this Commission, approved by it, and said protection installed.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*.

## OVERHEAD WIRE CROSSINGS

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No. 704

Springfield, Light Heat & Power Company, Petitioner

v.

Chicago & Alton Railroad Company, Respondent

*In re petition for pole and wire line crossing at corner of Wheeler and  
Hamilton Streets, Springfield, Illinois*

Now on this day comes the Springfield, Light, Heat & Power Company and files herein plans in duplicate for a pole and wire line crossing over the Chicago & Alton Railroad at the corner of Wheeler and Hamilton Streets, in the city of Springfield, county of Sangamon and State of Illinois; and also comes the Chicago & Alton Railroad Company by Patton & Patton, its attorneys, and states to the Commission that the said railroad company has no objections to the construction of said pole and wire line crossing as shown by said plats; and said plats having been referred to the Consulting Engineer of this Commission and examined by him, and it appearing that the same are in due form, and comply with the rules and regulations of this Commission for the construction of such pole and wire line crossing.

It is therefore ordered, adjudged and decreed by the Commission that the Springfield, Light, Heat & Power Company be, and the same is hereby authorized to erect said pole and wire line crossing over the said respondent road, namely the Chicago & Alton Railroad, at the corner of Wheeler and Hamilton Streets, in the city of Springfield, county of Sangamon and State of Illinois.

By order of the Commission this 3d day of June, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman,*  
B. A. ECKHART, *Commissioner,*  
J. A. WILLOUGHBY, *Commissioner.*

No. 737

Chicago, Milwaukee & St. Paul Railway Company, Petitioner

v.

Chicago Great Western Railroad Company, Respondent

*In re petition to cross with signal line 2,000 feet west of C. M. & St. P. depot,  
Byron, Illinois*

The petitioner, the Chicago, Milwaukee & St. Paul Railway Company, is a corporation organized and doing business under the laws of the State of Illinois, and now comes said petitioner and represents that in pursuance of its corporate powers, it is engaged in the construction of a signal line from Savanna, in the county of Carroll, to a point in Elgin, county of Kane and State of Illinois, and in order to complete its said signal line, it is necessary to cross above the right-of-way and tracks of the Chicago Great Western Railroad Company at a point on its railroad 2,000 feet west of the Chicago, Milwaukee & St. Paul Railway Company's depot at Byron, Ill.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And said cause coming on for hearing and proper plans having been presented to the Commission for such crossing, and referred to the engineer of said Commission for examination and approval, and it appearing from the report of said engineer that such plans presented by said petitioner herein, are satisfactory and are approved by said engineer, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the petitioner herein be permitted to cross the right-of-way and tracks of the said Chicago Great Western Railroad Company, with said signal line (the right-of-way having first been obtained), at a point on its road 2,000 feet west of the Chicago, Milwaukee & St. Paul Railway Company's depot at Byron, Ill., and when such signal line is installed according to the plans approved by this Commission, said petitioner shall report such fact to this Commission for its consideration.

By order of the Commission this 4th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.  
B. A. ECKHART, *Commissioner*.  
J. A. WILLOUGHBY, *Commissioner*.

No. 738

Chicago, Milwaukee & St. Paul Railway Company, Petitioner

v.

Chicago, Waukegan & Fox Lake Traction Company, Respondent

*In re petition to cross with signal line 3,000 feet east of C. M. & St. P. depot at Genoa, Illinois*

The petitioner, the Chicago, Milwaukee & St. Paul Railway Company, is a corporation organized and doing business under the laws of the State of Illinois, and now comes said petitioner and represents that in pursuance of its corporate powers, it is engaged in the construction of a signal line from Savanna, in the county of Carroll, to a point in Elgin, county of Kane and State of Illinois, and in order to complete its said signal line, it is necessary to cross above the right-of-way and tracks of the Chicago, Waukegan & Fox Lake Traction Company at a point on its railroad 3,000 feet east of the Chicago, Milwaukee & St. Paul Railway Company's depot at Genoa, Ill.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And said cause coming on for hearing and proper plans having been presented to the Commission for such crossing, and referred to the engineer of said Commission for examination and approval, and it appearing from the report of said engineer that such plans presented by said petitioner herein, are satisfactory and are approved by said Engineer, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the petitioner herein be permitted to cross the right-of-way and tracks of the said Chicago, Waukegan & Fox Lake Traction Company, with said signal

line (the right-of-way having first been obtained), at a point on its road 3,000 feet east of the Chicago, Milwaukee & St. Paul Railway Company's depot at Genoa, Ill., and when such signal line is installed according to the plans approved by this Commission, said petitioner shall report such fact to this Commission for its information.

By order of the Commission this 4th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 739

Chicago, Milwaukee & St. Paul Railway Company, Petitioner  
v.

Elgin & Belvidere Electric Company, Respondent

*In re petition to cross with signal line 4,050 feet west of depot at Almora, Illinois*

The petitioner, the Chicago, Milwaukee & St. Paul Railway Company, is a corporation organized and doing business under the laws of the State of Illinois, and now comes said petitioner and represents that in pursuance of its corporate powers, it is engaged in the construction of a signal line from Savanna, in the county of Carroll, to a point in Elgin, county of Kane and State of Illinois, and in order to complete its said signal line it is necessary to cross above the right-of-way and tracks of the Elgin & Belvidere Electric Company at a point on its railroad 4,050 feet west of the depot at Almora, Ill.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And said cause coming on for hearing and proper plans having been presented to the Commission for such crossing, and referred to the engineer of said Commission for examination and approval, and it appearing from the report of said engineer that such plans presented by said petitioner herein, are satisfactory and are approved by said engineer, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the petitioner herein be permitted to cross the right-of-way and tracks of the said Elgin & Belvidere Electric Company, with said signal line (the right-of-way having first been obtained), at a point on its road 4,050 feet west of the depot at Almora, Ill., and when such signal line is installed according to the plans approved by this Commission, that said petitioner shall report such fact to this Commission for its information.

By order of the Commission this 4th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 731

Chicago, Milwaukee & St. Paul Railway Company, Petitioner  
v.

Chicago & Northwestern Railway Company, Respondent

*In re petition to cross with signal line 4,000 feet west of C. M. & St. P. Railway depot at Almora, Illinois*

The petitioner, the Chicago, Milwaukee & St. Paul Railway Company, is a corporation organized and doing business under the laws of the State of

Illinois, and now comes said petitioner and represents that in pursuance of its corporate powers, it is engaged in the construction of a signal line from Savanna, in the county of Carroll, to a point in Elgin, county of Kane, and State of Illinois, and in order to complete its said signal line, it is necessary to cross above the right-of-way and tracks of the Chicago & Northwestern Railway Company at a point on its railroad 4,000 feet west of the Chicago, Milwaukee & St. Paul Railway Company's depot at Almore, Ill.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that, due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And said cause coming on for hearing and proper plans having been presented to the Commission for such crossing, and referred to the engineer of said Commission for examination and approval, and it appearing from the report of said engineer that such plans presented by said petitioner herein, are satisfactory and are approved by said engineer, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the petitioner herein be permitted to cross the right-of-way and tracks of the said Chicago & Northwestern Railway Company, with said signal line (the right-of-way having first been obtained), at a point on its road 4,000 feet west of the Chicago, Milwaukee & St. Paul Railway Company's depot at Almore, Ill., and that when such signal line is installed according to the plans approved by this Commission, that said petitioner report such fact to this Commission for its information.

By order of the Commission this 4th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 732

Chicago, Milwaukee & St. Paul Railway Company, Petitioner  
v.

Chicago & Northwestern Railway Company, Respondent

*In re petition to cross with signal line one-half mile east of C. M. & St. P.  
depot at Kingston, Illinois*

The petitioner, the Chicago, Milwaukee & St. Paul Railway Company, is a corporation organized and doing business under the laws of the State of Illinois, and now comes said petitioner and represents that in pursuance of its corporate powers, it is engaged in the construction of a signal line from Savanna, in the county of Carroll, to a point in Elgin, county of Kane, and State of Illinois, and in order to complete its said signal line, it is necessary to cross above the right-of-way and tracks of the said Chicago & Northwestern Railway Company at a point on its railroad one-half mile east of the Chicago, Milwaukee & St. Paul Railway Company's depot at Kingston, Ill.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And said cause coming on for hearing and proper plans having been presented to the Commission for such crossing, and referred to the engineer of said Commission for examination and approval, and it appearing from

the report of said engineer that such plans presented by said petitioner herein, are satisfactory and are approved by said engineer, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the petitioner herein be permitted to cross the right-of-way and tracks of the said Chicago & Northwestern Railway Company, with said signal line (the right-of-way having first been obtained), at a point on its road one-half mile east of Chicago, Milwaukee & St. Paul Railway Company's depot at Kingston, Ill., and that when such signal line is installed according to the plans approved by this Commission, that said petitioner report such fact to this Commission for its information.

By order of the Commission this 4th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 733

Chicago, Milwaukee & St. Paul Railway Company, Petitioner  
v.

Illinois Central Railroad Company, Respondent

*In re petition to cross with signal line 2,800 feet west of C. M. & St. P. depot at Genoa, Illinois*

The petitioner, the Chicago, Milwaukee & St. Paul Railway Company, is a corporation organized and doing business under the laws of the State of Illinois, and now comes said petitioner and represents that in pursuance of its corporate powers, it is engaged in the construction of a signal line from Savanna, in the county of Carroll, to a point in Elgin, county of Kane, State of Illinois, and in order to complete its said signal line, it is necessary to cross above the right-of-way and tracks of the Illinois Central Railroad Company at a point on its railroad 2,800 feet west of the Chicago, Milwaukee & St. Paul Railway Company's depot at Genoa, Ill.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And said cause coming on for hearing and proper plans having been presented to the Commission for such crossing, and referred to the engineer of said Commission for examination and approval, and it appearing from the report of said engineer that such plans presented by said petitioner herein, are satisfactory and are approved by said engineer, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the petitioner herein be permitted to cross the right-of-way and tracks of the said Illinois Central Railroad Company, with said signal line (the right-of-way having first been obtained), at a point on its railroad 2,800 feet west of the Chicago, Milwaukee & St. Paul Railway Company's depot at Genoa, Ill., and that when such signal line is installed, according to the plans approved by this Commission, that said petitioner report such fact to this Commission for its information.

By order of the Commission this 4th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 735

Chicago, Milwaukee &amp; St. Paul Railway Company, Petitioner

v.

Chicago, Burlington &amp; Quincy Railroad Company, Respondent

*In re petition to cross with signal line 100 feet west of depot at Davis Junction, Illinois*

The petitioner, the Chicago, Milwaukee & St. Paul Railway Company, is a corporation organized and doing business under the laws of the State of Illinois, and now comes said petitioner and represents that in pursuance of its corporate powers, it is engaged in the construction of a signal line from Savanna, in the county of Carroll, to a point in Elgin, county of Kane, State of Illinois, and in order to complete its said signal line, it is necessary to cross above the right-of-way and tracks of the Chicago, Burlington & Quincy Railroad Company at a point on its railroad 100 feet west of the depot at Davis Junction, Ill.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And said cause coming on for hearing and proper plans having been presented to the Commission for such crossing, and referred to the engineer of said Commission for examination and approval, and it appearing from the report of said engineer that such plans presented by said petitioner herein, are satisfactory and are approved by said engineer, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the petitioner herein be permitted to cross the right-of-way and tracks of the said Chicago, Burlington & Quincy Railroad Company, with said signal line (the right-of-way having first been obtained), at a point on its road 100 feet west of the depot at Davis Junction, Illinois, and when such signal line is installed according to the plans approved by this Commission, said petitioner shall report such fact to this Commission for its information.

By order of the Commission this 4th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 736

Chicago, Milwaukee &amp; St. Paul Railway Company, Petitioner

v.

Chicago, Milwaukee &amp; Gary Railway Company, Respondent

*In re petition to cross with signal line one and one-half miles west of C. M. & St. P. depot at Kirkland, Illinois*

The petitioner, the Chicago, Milwaukee & St. Paul Railway Company, is a corporation organized and doing business under the laws of the State of Illinois, and now comes said petitioner and represents that in pursuance of its corporate powers, it is engaged in the construction of a signal line from Savanna, in the county of Carroll, to a point in Elgin, county of Kane, State of Illinois, and in order to complete its said signal line, it is necessary to cross above the right-of-way and tracks of the Chicago, Milwaukee & Gary Railway Company, at a point on its railroad one and one-half miles west of the Chicago, Milwaukee & St. Paul Railway Company's depot at Kirkland, Ill.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And said cause coming on for hearing and proper plans having been presented to the Commission for such crossing, and referred to the engineer of said Commission for examination and approval, and it appearing from the report of said engineer that such plans presented by said petitioner herein, are satisfactory and are approved by said engineer, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the petitioner herein be permitted to cross the right-of-way and tracks of the said Chicago, Milwaukee & Gary Railway Company, with said signal line (the right-of-way having first been obtained), at a point on its road one and one-half miles west of the Chicago, Milwaukee & St. Paul Railway Company's depot at Kirkland, Ill., and when such signal line is installed according to the plans approved by this Commission, said petitioner shall report such fact to this Commission for its information.

By order of the Commission this 4th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 726

Aurora, Elgin & Chicago Railroad Company, Petitioner

v.

Chicago & Northwestern Railway Company, Respondent

*In re petition to cross with high tension line about one mile south of Elgin, Illinois*

The petitioner, the Aurora, Elgin & Chicago Railroad Company, is a corporation organized and doing business under the laws of the State of Illinois, and now comes said petitioner and represents that in pursuance of its corporate powers, it is engaged in the construction of a high tension line from Ingaltan Substation in the county of DuPage to a point in the city of Elgin, in the county of Kane, and State of Illinois, and in order to complete its said high tension line, it is necessary to cross above the right-of-way and tracks of the Chicago & Northwestern Railway Company, at a point on its railroad about one mile south of Elgin near the east track of the Fox River, at a point about 3,000 feet west of and about 1,300 feet north of the southeast corner of section 24-41-8, county of Kane and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And said cause coming on for hearing and proper plans having been presented to the Commission for such crossing, and referred to the engineer of said Commission for examination and approval, and it appearing from the report of said engineer that such plans presented by said petitioner herein, are satisfactory and are approved by said engineer, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the petitioner herein be permitted to cross the right-of-way and tracks of the



said Chicago & Northwestern Railway Company, with said high tension line (the right-of-way having first been obtained), at a point on its road about one mile south of Elgin near the east bank of the Fox River, at a point about 3,000 feet west of and about 1,300 feet north of the southeast corner of sections 24-41-8, county of Kane, and State of Illinois, and when such high tension line is installed according to the plans approved by this Commission, that said petitioner shall report the same to this Commission for its information.

By order of the Commission this 16th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 727

Aurora, Elgin & Chicago Railroad Company, Petitioner  
v.  
Elgin, Joliet & Eastern Railway Company, Respondent

*In re petition to cross with high tension line in DuPage County, Illinois*

The petitioner, the Aurora, Elgin & Chicago Railroad Company, is a corporation organized and doing business under the laws of the State of Illinois, and now comes the petitioner and represents that in pursuance of its corporate powers, it is engaged in the construction of a high tension line from Ingaltan Substation in the county of DuPage to a point in the city of Elgin, in the county of Kane, and State of Illinois, and in order to complete its said high tension line, it is necessary to cross above the right-of-way and tracks of the Elgin, Joliet & Eastern Railway Company at a point on its railroad (on its Joliet and Wisconsin Division), about 1,800 feet north of and about 1,300 feet east of the southwest corner of section 17-40-9, county of DuPage, State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And said cause coming on for hearing and proper plans having been presented to the Commission for such crossing, and referred to the engineer of said Commission for examination and approval, and it appearing from the report of said engineer that such plans presented by said petitioner herein, are satisfactory and are approved by said engineer, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the petitioner herein be permitted to cross the right-of-way and tracks of the said Elgin, Joliet & Eastern Railway Company, with said high tension line (the right-of-way having first been obtained), at a point on its road (on its Joliet and Wisconsin Division), about 1,800 feet north of and about 1,300 feet east of the southwest corner of section 17-40-9, county of DuPage and State of Illinois, and when such high tension line is installed according to the plans approved by this Commission, that said petitioner shall report such fact to this Commission for its information.

By order of the Commission this 16th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 728

Aurora, Elgin &amp; Chicago Railroad Company, Petitioner

v.

Chicago, Milwaukee &amp; St. Paul Railway Company, Respondent

*In re petition to cross with high tension line about one mile south of Elgin, Illinois*

The petitioner, the Aurora, Elgin & Chicago Railroad Company, is a corporation organized and doing business under the laws of the State of Illinois, and now comes said petitioner and represents that in pursuance of its corporate powers, it is engaged in the construction of a high tension line from Ingaltan Substation in the county of DuPage to a point in the city of Elgin, in the county of Kane, and State of Illinois, and in order to complete its said high tension line, it is necessary to cross above the right-of-way and tracks of the Chicago, Milwaukee & St. Paul Railway Company at a point on its railroad about one mile south of Elgin near the east bank of the Fox River at a point about 2,600 feet west of and about 200 feet north of the southeast corner of section 24-41-8, county of Kane, State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And said cause coming on for hearing and proper plans having been presented to the Commission for such crossing, and referred to the engineer of said Commission for examination and approval, and it appearing from the report of said engineer that such plans presented by said petitioner herein, are satisfactory and are approved by said engineer, and the Commission fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the petitioner herein be permitted to cross the right-of-way and tracks of the said Chicago, Milwaukee & St. Paul Railway Company, with said high tension line (the right-of-way having first been obtained), at a point on its road about one mile south of Elgin near the east bank of the Fox River at a point about 2,600 feet west of and about 200 feet north of the southeast corner of section 24-41-8, county of Kane and State of Illinois, and when such high tension line is installed according to the plans approved by this Commission, that said petitioner shall report such fact to this Commission for its information.

By order of the Commission this 16th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 729

Aurora, Elgin &amp; Chicago Railroad Company, Petitioner

v.

Chicago Great Western Railroad Company, Respondent

*In re petition to cross with high tension line about one mile east of Ingaltan Station, Illinois*

The petitioner, the Aurora, Elgin & Chicago Railroad Company, is a corporation organized and doing business under the laws of the State of Illinois, and now comes said petitioner and represents that in pursuance of its corporate powers, it is engaged in the construction of a high tension line from Ingaltan Substation in the county of DuPage to a point in the city of

Elgin, in the county of Kane, and State of Illinois, and in order to complete its said high tension line, it is necessary to cross above the right-of-way and tracks of the Chicago Great Western Railroad Company at a point on its railroad about one mile east of its Ingaltion Station and at a point about 2,000 feet north of and 2,000 feet west of the southeast corner of section 34-40-9, county of DuPage and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And said cause coming on for hearing and proper plans having been presented to the Commission for such crossing, and referred to the engineer of said Commission for examination and approval, and it appearing from the report of said engineer that such plans presented by said petitioner herein, are satisfactory and are approved by said engineer, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the petitioner herein be permitted to cross the right-of-way and tracks of the said Chicago Great Western Railroad Company, with said high tension line (the right-of-way having first been obtained), at a point on its road about one mile east of its Ingaltion Station and at a point about 2,000 feet north of and 2,000 feet west of the southeast corner of section 34-40-9, county of DuPage, State of Illinois, and when such high tension line is installed according to the plans approved by this Commission, that said petitioner shall report such fact to this Commission for its information.

By order of the Commission this 16th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### No. 705

Springfield Light, Heat & Power Company, Petitioner

v.

Cincinnati, Hamilton & Dayton Railway Company, Respondent

*In re petition to cross with wire line at Michigan Avenue, Springfield,  
Illinois*

The petitioner, the Springfield Light, Heat & Power Company, is a corporation organized and doing business under the laws of the State of Illinois, and now comes said petitioner and represents that in pursuance of its corporate powers, it is engaged in the construction of an electric distribution line, and in order to complete said line, it is necessary to cross above the right-of-way and tracks of the Cincinnati, Hamilton & Dayton Railway Company at the intersection of said road with Michigan Avenue, in the city of Springfield, county of Sangamon and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And said cause coming on for hearing and proper plans having been presented to the Commission for such crossing, and referred to the engineer of said Commission for examination and approval, and it appearing from the report of said engineer that such plans presented by said petitioner herein, are satisfactory and are approved by said engineer with amendments which

provide that the vertical distance between the wires of the two companies shall be 7 feet instead of 5 feet, also that the petitioning company shall erect a slatted platform as required by the rules of the Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the petitioner herein be permitted to cross the right-of-way and tracks of the said Cincinnati, Hamilton & Dayton Railway Company, with said electric distribution line (the right-of-way having first been obtained), at a point on its road where it intersects with Michigan Avenue, in the city of Springfield, county of Sangamon and State of Illinois, and when such electric distribution line is installed according to plans approved by this Commission, that said petitioner shall report such fact to this Commission for its information.

By order of the Commission, this 16th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 740

Springfield Gas & Electric Company, Petitioner

v.

Chicago & Alton Railroad Company, Respondent

*In re petition to cross with electric distribution line at Ninth Street,  
Springfield, Illinois*

The petitioner, the Springfield Gas & Electric Company, is a corporation organized and doing business under the laws of the State of Illinois, and now comes said petitioner and represents that in pursuance of its corporate powers, it is engaged in the construction of an electric distribution line for lighting and power purposes from Springfield in the county of Sangamon to the Illinois State Fair Grounds in the county of Sangamon and State of Illinois, and in order to complete its said electric distribution line, it is necessary to cross above the right-of-way and tracks of the Chicago & Alton Railroad Company at a point on its railroad where it crosses over Ninth Street in the city of Springfield, county of Sangamon and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And said cause coming on for hearing and proper plans having been presented to the Commission for such crossing, and referred to the engineer of said Commission for examination and approval, and it appearing from the report of said engineer that such plans presented by said petitioner herein, are satisfactory and are approved by said engineer, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the petitioner herein be permitted to cross the right-of-way and tracks of the said Chicago & Alton Railroad Company, with said electric distribution line (the right-of-way having first been obtained), at a point on its road where it crosses over Ninth Street in the city of Springfield, county of Sangamon and State of Illinois, and when such electric distribution line is installed, according to the plans approved by this Commission, that said petitioner shall report that fact to this Commission for its information.

By order of the Commission this 16th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

## No. 725

Aurora, Elgin &amp; Chicago Railroad Company, Petitioner

v.

Illinois Central Railroad Company, Respondent

*In re petition to cross with high tension line two miles east of Coleman, Illinois*

The petitioner, the Aurora, Elgin & Chicago Railroad Company, is a corporation organized and doing business under the laws of the State of Illinois, and now comes said petitioner and represents that in pursuance of its corporate powers, it is engaged in the construction of a high tension line from Ingalt Substation in the county of DuPage to a point in the city of Elgin, in the county of Kane, and State of Illinois, and in order to complete its said high tension line, it is necessary to cross above the right-of-way and tracks of the Illinois Central Railroad Company at a point on its railroad about two miles east of Coleman on its Dubuque Division at a point about 1,300 feet north of and about 1,300 feet west of the southeast corner of section 1-40-8, county of Kane and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of the Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And said cause coming on for hearing and proper plans having been presented to the Commission for such crossing, and referred to the engineer of said Commission for examination and approval, and it appearing from the report of said engineer that such plans presented by said petitioner herein, are satisfactory and are approved by said engineer, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the petitioner herein be permitted to cross the right-of-way and tracks of the said Illinois Central Railroad Company, with said high tension line (the right-of-way first having been obtained), at a point on its road about two miles east of Coleman on its Dubuque Division at a point about 1,300 feet north of and about 1,300 feet west of the southeast corner of section 1-40-8, county of Kane and State of Illinois, and when such high tension line is installed according to the plans approved by this Commission, that said petitioner shall report such fact to this Commission for its information.

By order of the Commission this 16th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*  
B. A. ECKHART, *Commissioner.*  
J. A. WILLOUGHBY, *Commissioner.*

## No. 734

Chicago, Milwaukee &amp; St. Paul Railway Company, Petitioner

v.

Illinois Central Railroad Company, Respondent

*In re petition to cross with signal line 1,000 feet east of C. M. & St. P. depot at Forreston, Illinois*

The petitioner, the Chicago, Milwaukee & St. Paul Railway Company, is a corporation organized and doing business under the laws of the State of Illinois, and now comes said petitioner and represents that in pursuance of its corporate powers, it is engaged in the construction of a signal line from Savanna, in the county of Carroll, to a point in Elgin, county of Kane, State of Illinois, and in order to complete its said signal line, it is necessary to

cross above the right-of-way and tracks of the Illinois Central Railroad Company at a point on its railroad 1,000 feet east of the Chicago, Milwaukee & St. Paul Railway Company's depot at Forreston, Ill.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondent as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all the parties in interest.

And said cause coming on for hearing and proper plans having been presented to the Commission for such crossing, and referred to the engineer of said Commission for examination and approval, and it appearing from the report of said engineer that such plans presented by said petitioner herein, are satisfactory and are approved by said engineer, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the petitioner herein be permitted to cross the right-of-way and tracks of said Illinois Central Railroad Company, with said signal line (the right-of-way having first been obtained), at a point on its road 1,000 feet east of the Chicago, Milwaukee & St. Paul Railway Company's depot at Forreston, Ill., and when such signal line is installed according to the plans approved by this Commission, said petitioner shall report such fact to this Commission for its information.

By order of the Commission this 16th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

# COMPLAINTS HEARD BEFORE THE COMMISSION DECEMBER 1, 1912, TO DECEMBER 1, 1913, AND THEIR DISPOSITION

No. 2000

Railroad and Warehouse Commission, ex rel  
Citizens of Borton, Complainants

v.

Cincinnati, Hamilton & Dayton Railway Co.  
Vandalia Railroad Co.

Now on this day comes the Cincinnati, Hamilton & Dayton Railway Company, one of the defendants in the above entitled cause (said defendant having appealed from the finding and opinion of this Commission to the Circuit Court of Sangamon County), and states to the Commission that it has this day dismissed its said appeal in the Circuit Court of Sangamon County, from the order of this Commission entered on October 5, 1912, and further states to the Commission that it desires to comply with the order of this Commission in relation to depot facilities at Borton, and it further represents to the Commission that it is practically impossible for said defendant to prepare plans for said depot within the time mentioned in the order entered herein, and moves the Commission for an extension of time, namely to January 1, 1913, in which to file said plans for said depot facilities at Borton, as provided for in said order.

And the Commission being fully advised in the premises, it is therefore ordered, adjudged and decreed by the Commission that the time mentioned for filing of plans in said former order entered herein, be and the same is hereby extended to January 1, 1913, on or before which time, the said defendant shall submit to this Commission, such information as it may desire in relation to depot facilities at Borton, together with plans therefor.

By order of the Commission this 2d day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*.  
J. A. WILLOUGHBY, *Commissioner*.

No. 1171

Railroad and Warehouse Commission, ex rel  
J. H. Schumacher

v.

Chicago & Northwestern Railway Company

*In the matter of the application of the petitioner for passenger train service at Seatonville*

The petition herein alleges that the Chicago & Northwestern Railway Company operates a railroad through the village of Seatonville to a point on the Spring Valley Branch of the Chicago & Northwestern Railway called Churchill; that the said Chicago & Northwestern Railway Company operates freight trains and is engaged in the business of carrying freight from Seatonville to Churchill and to points beyond, but neglects and refuses to provide accommodation for the carrying of passengers from Seatonville and surrounding territory to Churchill and return; that by reason of this the citizens of Seatonville and vicinity, together with the citizens of Ladd are without proper and sufficient passenger service to and from Seatonville to

Chicago and elsewhere; that the track over which the Chicago & Northwestern Railway Company operates its said trains is partly owned and partly leased, but that said company has a continuous track from Seatonville through the village of Ladd, and on to Churchill on the Spring Valley Division of the Chicago & Northwestern Railway.

And the petition herein asks that the said Chicago & Northwestern Railway Company be required to furnish sufficient and proper accommodations to carry passengers from Seatonville and vicinity to Churchill and return, and that said service when installed shall make connections with passenger trains now operating on the Spring Valley Branch of the Chicago & Northwestern Railway Company, both north and south so that the citizens of Seatonville and vicinity may be enabled to travel from Seatonville to Chicago by way of the Chicago & Northwestern Railway.

The respondent road denied the necessity of passenger service on said branch line of said road, and that they should not be required to furnish such service as it was not necessary to the convenience of the public in that locality and along said line of road, and that the amount of business would not be sufficient to justify the expense thereof.

But the respondent road further stated to the Commission that they are willing to put on for trial, passenger service on such branch line for a period of six months, keeping accurate account of such service, the income, expenses in relation thereto, and if such passenger service proves profitable, or the income would justify the same they would be willing to continue such service.

And the Commission being fully advised in the premises, accepted such proposition, and therefore ordered that said respondent road should provide for passenger service as prayed for in said petition, such service to begin at once, and that said service be continued for a period of six months, at the end of such time either party to have a right to make a showing to the Commission in relation thereto. Whether the service should be continued beyond said six months the Commission reserves the right to determine—upon the presentation of the facts by the respective parties, but said service when installed shall not be discontinued without notice to the Commission and a hearing if necessary thereon.

The Commission hereby reserves full jurisdiction in relation to making such further orders herein as may be necessary and this order is stricken from the docket with leave to reinstate upon motion of either party at the end of such six months if they so desire.

By order of the Commission this 5th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 1153

Railroad and Warehouse Commission, ex rel  
Charles E. Varney, Complainant

v.

Illinois Central Railroad Co., Defendant

*Refusal to switch car of ice from C. & A. R. R. to plant of complainant  
located on side track of I. C. R. R.*

No. 1154

Railroad and Warehouse Commission, ex rel  
Charles G. Tomm, Secretary, Wayne Bros. Lumber Co., Complainant

v.

Chicago & Alton Railroad Co., Defendant

*Refusal to switch car of lumber from I. C. R. R. to complainant located on  
side track of C. & A. R. R.*

The above cases, by agreement of parties, were consolidated and heard together, both embracing the same subject matter and this opinion applies to each of said cases.



It appears that the complaint in these cases is based upon the failure or refusal of one railroad company to receive cars from the other railroad company at Delavan, Ill., and switch the same from its tracks or terminal facilities to the consignee's warehouses or such place as he may designate.

If this Commission has any jurisdiction to make an order in these cases, its power and authority will have to be found in section 1 of an Act requiring common carriers of freight to provide and maintain side tracks and connections for shippers and receivers of freight, approved June 14, 1909, or in section 26 of the revision of the Railroad and Warehouse Act, approved June 10, 1911.

From a careful reading of section 1 of the Act referred to, it is evident that the power is not given in that Act to grant relief in these cases. Section 26 gives very general power to the Commission, but the closing sentence of that section reads as follows:

"But this shall not be construed as requiring any common carrier to give the use of its tracks or terminal facilities to another carrier engaged in like business."

With this limitation attached to this section, the Commission holds it would have no power to compel one of these railroad companies to switch its cars or permit the use of its tracks to a competing railroad company, without the consent of such company.

With this view of law, the Commission is compelled to deny the relief asked for in the petitions.

Petition will have to be dismissed in each of said cases.

By order of the Commission this 10th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2032

Railroad and Warehouse Commission, ex rel  
Chicago Coal Dealers Association, Complainant  
v.

Chicago & Eastern Illinois Railroad Company, et al. Defendants

*In the matter of application for a temporary restraining order, suspending the effective date of certain tariffs of the respondent railroad companies mentioned in said petition*

Now on this 12th day of December, 1912, the motion heretofore made for suspension of said tariffs coming on for final hearing before the Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said motion for suspension of the effective date, to-wit—December 15, 1912, of the said tariffs filed with this Commission, as shown by the petition herein, be and the same is overruled and denied.

And it further appearing to the Commission from the statements of the respective counsel of the respective respondent railroad companies filing such tariffs, that said respondent railroad companies do not desire to make any additional charge or advance in rate or rates or cancel any through rates except the rate on coal from points within the State of Illinois, and also with the further statements that they would in such tariffs make no additional charge upon the shipment of coal or any other freight mentioned in said tariffs within the State of Illinois, or cancel any through rates mentioned therein, except on coal, until authorized to do so by the order of this Commission in this case, and upon further statements to the Commission that the said railroad companies, and each of them would continue to absorb as part of the Chicago rate, a switching charge of \$4 per car, as heretofore, until the further order of the Commission.

It is therefore ordered, adjudged and decreed by the Commission that the said tariffs so filed and described in said petition be, and the same are hereby permitted to be filed with this Commission and become effective as hereinabove stated, December 15, 1912.

By order of the Commission this 12th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2033

Railroad and Warehouse Commission

v.

Chicago, Milwaukee & St. Paul Railway Company

*In the matter of switching charges and division of through rates of the Chicago, Milwaukee & St. Paul Railway Company in the Chicago Switching District*

*Order restraining the collection of certain rates and switching charges.*

It appearing to the Commission from the records in this office that on December 6, 1912, the Chicago Coal Dealers Association filed before this Commission a petition against certain railroad companies, to-wit—the Chicago & Eastern Illinois Railroad Company and others fully described in such petition now on file in case No. 2032 on the docket of this Commission, for a suspension of certain tariffs issued by said railroad companies mentioned and fully described in said petition, which petition is filed to the January term, 1913, of this Commission.

And on Monday, the 9th day of December, 1912, after notice to said respondent railroad companies mentioned in said petition, the petitioner entered a motion in said cause for a temporary restraining order against the respondent railroad companies mentioned therein, suspending the operation of said tariffs effective December 15, 1912, until the final hearing of said cause.

And it further appearing upon the hearing of such motion for such suspension of such tariffs, that the foundation for and reason given by such respondent railroad companies for the filing of such tariffs changing and raising such rates, was based upon notice given to said respondent railroad companies mentioned in said petition by the Chicago, Milwaukee & St. Paul Railway Company of an increase in switching rates to be made against said respondent railroad companies, and a refusal to longer accept the rate heretofore fixed between the said Chicago, Milwaukee & St. Paul Railway Company and the several railroad companies mentioned in said petition, and which rates had been in effect between the several railroad companies in said Chicago District for many years.

Whereupon this Commission gave notice to the said Chicago, Milwaukee & St. Paul Railway Company to be and appear before said Commission on Thursday, December 12, 1912, at 10:00 A.M., to show to said Commission why said notice was given by said Chicago, Milwaukee & St. Paul Railway Company to the respondent railroad companies mentioned in said petition hereinabove referred to, and why they refuse to longer accept the rate heretofore fixed and agreed upon by the respective parties.

And it further appearing on said 12th day of December, 1912, the said Chicago, Milwaukee & St. Paul Railway Company in response to such notice, by its counsel, C. S. Jefferson, appeared before said Commission, and also appeared before said Commission, at the same time the other respondent railroad companies by their respective counsel, also petitioner by its counsel and after due consideration and investigation by said Commission on said day, and after hearing arguments of counsel in relation thereto, and the Commission being fully advised in the premises.

It is hereby ordered, adjudged and decreed by the Commission that the said Chicago, Milwaukee & St. Paul Railway Company be, and it is hereby restrained from and directed not to make any additional charge as provided for in said notice to said respondent railroad companies, until a final hearing is had upon the citation this day issued against the said Chicago, Milwaukee & St. Paul Railway Company, and returnable before this Commission for hearing Tuesday, January 7, 1913, and that the said Chicago, Milwaukee & St. Paul Railway Company be, and it is hereby directed to continue to receive such cars and freight when tendered in due course of business, and perform the same service for the public and said respondent railroad companies as heretofore, and for the same price that it has charged and received from said respondent railroad companies prior to the giving of said notice of increase to said railroad companies, and to continue to make such charges only, until a hearing by this Commission, particularly as to the receipt, transfer and switching of coal, originating and terminating within the State of Illinois.

This order shall only apply to shipments wholly within the State of Illinois, and not otherwise.

By order of the Commission this 12th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 1160

Railroad and Warehouse Commission, ex rel  
The City of Alton, Complainant

v.

Chicago & Alton Railroad Company, and Cleveland, Cincinnati, Chicago & St. Louis Railway Company, Defendants

*In the matter of complaint by the city of Alton against Chicago & Alton Railroad Company, and the Cleveland, Cincinnati, Chicago & St. Louis Railway Company for additional depot facilities in the city of Alton*

The petition herein alleges that the depot facilities furnished by the respective respondent roads in the city of Alton are wholly inadequate and insufficient for the use, convenience and accommodations of the people of the city of Alton. This allegation in the petition is in a large measure admitted by the respective roads.

The record shows that the depot building was built in 1864 when Alton was a much smaller city than it is today, and it is evident both from the record and personal observation that no large amount of money has been expended upon the building since that date. The building proper is brick and two stories high and of very pleasing architecture, and its outside appearance when properly painted, which has recently been done is much better than the average depot. It is not contended by the petitioner that there should be a new building, and the citizens of Alton are content with the building as such, but complain of the inside arrangement of the same, and also insist that it should be heated, lighted and otherwise improved in a modern way.

The building contains on the first floor a gentleman's waiting-room, a ladies' waiting-room, each of the respective roads having a ticket office near the center of the building and between the ladies' and gentleman's waiting-rooms. At the other end of the building is a restaurant and kitchen attached—which is used for serving meals to the traveling public.

The second story has some dozen or more rooms used by the person who has charge of the restaurant for hotel purposes. From evidence introduced and a personal investigation and inspection of the building it is manifest that there is no occasion for a new building in the main. It is equally mani-

fest that the accommodations inside the building are wholly inadequate, inconvenient and not up-to-date. If the building were properly arranged on the inside and properly heated with a heating plant located in the basement under said depot building it would be sufficient for some years to come for the city of Alton.

The city of Alton is rapidly growing, now a city of 25,000 inhabitants and furnishes a large amount of both freight and passenger traffic, and is entitled in the judgment of the Commission to a modern depot, and while it is not the purpose of the Commission to place any unnecessary burden upon the respective roads, it is also their desire that such roads should furnish to the city of Alton reasonable and adequate depot facilities.

As the present building is arranged on the inside, persons coming from the city to the depot upon the principal street leading thereto reach first the end of the depot in which is located the baggage-room, next comes the kitchen of the restaurant, dining-room of the restaurant, and then ladies' waiting-room; the gentleman's waiting-room being on the extreme farther end of said depot building.

The stairway leading from the first to the second floor is located at present in the gentleman's waiting-room and entirely at the other end of the building from the restaurant; persons using the building for hotel purposes are compelled to pass the entire length of the building from the restaurant in order to reach the stairway taking them up to their rooms, which is exceedingly inconvenient and must be more or less annoying to the guests.

The Commission has heard the testimony and arguments in this case at considerable length and has viewed the building and its surroundings upon two occasions and from the testimony presented and the personal investigations and observation made by the Commission, the Commission finds that the present accommodations and arrangement of the depot in the city of Alton is inadequate, insufficient, inconvenient and insanitary, and should be at once rearranged on the inside in such a manner as to make it adequate, convenient, sanitary and comfortable which the Commission believes can be done at a reasonable expense and in such a manner as to furnish sufficient facilities and suitable accommodations to the public.

The Commission further finds that said depot building and grounds are owned jointly, occupied and operated jointly by the respondent roads, to-wit—the Chicago & Alton Railroad Company and the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, and that this is not a union depot, but a joint depot, owned, occupied and used by the respondent roads upon terms and conditions agreed upon between themselves for such occupancy and use, each paying their respective shares of the expenses of such depot and grounds, and receiving their respective shares of the income therefrom.

The Commission being fully advised in the premises, it is therefore ordered, adjudged and decreed by the Commission that the Chicago & Alton Railroad Company, and the Cleveland, Cincinnati, Chicago & St. Louis Railway Company individually and jointly shall proceed within thirty (30) days from this date to rearrange and reconstruct the interior of said depot building in the said city of Alton in accordance with plans and specifications presented to the Commission and on file in this cause and marked Exhibit "A;" that said respondent roads in addition to rearranging the interior of said building according to such plans, shall also install at once in said depot a modern heating plant of sufficient size to properly heat such depot building.

It is further ordered, adjudged and decreed by the Commission that there shall be placed upon the side of said depot next to the Chicago & Alton Railroad Company's tracks a shed or covering from the center doors of said depot building toward the railroad tracks of the Chicago & Alton Railroad Company as shown by said plat herein above referred to, and that there also be built a covered shed or protection along the track of said Chicago & Alton Railroad Company for two-thirds of the length of said shed as shown upon said plat which covered shed shall be of modern architecture and of proper material to protect the passengers entering and leaving trains of the

Chicago & Alton Railroad Company, and of sufficient width and so constructed to protect said passengers from rain and inclemency of the weather.

The Commission further finds that in view of the location of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company upon the other side of said depot building, and in view of the further fact that the trains of said road are made up and do not proceed beyond the city of Alton, that it is not necessary to the comfort and convenience of the traveling public that sheds be put up between the depot and the tracks of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, and while it is not within the power of the Commission to direct that the respective railroads shall use one ticket office in said depot, the Commission believes from the investigation in relation to said matter that it would be much more convenient to the traveling public and less expense to the respective railroad companies if they would unite their respective offices in said depot building, thereby furnishing to the traveling public continuous service in said ticket office. But if said respective railroads refuse to use one ticket office as provided for in said plans, then the respective roads are authorized to rearrange said plans in such manner as will give each of said roads a ticket office and that said arrangement shall be made with as little change in the general plan of said depot as possible.

It is further ordered, adjudged and decreed that the work on the interior of said depot building shall be completed within ninety (90) days from date of this order, and that said sheds shall be completed by June 1, 1913.

By order of the Commission this 19th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2000

Railroad and Warehouse Commission, ex rel  
Citizens of Borton, Complainants

v.

Cincinnati, Hamilton & Dayton Railway Company  
Vandalia Railroad Company, Defendants

Now on this day come the respondent railroad companies and file herein plans and specifications, in compliance with former order of this Commission, for the depot at Borton, Ill., as prayed for in petition in above entitled cause, and said plans and specifications having been referred to the engineer of this Commission and approved by him, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the said plans and specifications be, and the same are hereby approved.

It is further ordered, adjudged and decreed by the Commission that said depot, in accordance with said plans and specifications herein approved, be completed by said respondent railroad companies within ninety days from the date of this order.

By order of the Commission this 7th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 1127

Railroad and Warehouse Commission, ex rel  
The Commercial Club of East St. Louis, Complainant

v.

Cleveland, Cincinnati, Chicago & St. Louis Railway Company, et al.  
Defendants

Now on this day comes the defendant herein, the St. Louis, Iron Mountain & Southern Railway Company and shows to the Commission that they

together with the other defendants herein have entered into an agreement with the complainant herein—with the approval of this Commission for the approval of certain plans and specifications for the improvement of the depot facilities and the approaches thereto in the city of East St. Louis, county of St. Clair, State of Illinois, in and by which agreement it is understood and agreed that such improvement according to such plans and specifications approved by this Commission as shown in an order made by the said Commission of this date is to take the place of, and be in compliance with the order made against such defendant road, to-wit: the St. Louis, Iron Mountain & Southern Railway Company in an order made by this Commission against the defendant, the St. Louis, Iron Mountain & Southern Railway Company on October 29, 1912.

And the Commission having by an order entered this day in this cause approved such plans and specifications together with the agreement of the respective parties in relation to the improvements of said relay depot, it is therefore ordered, adjudged and decreed that an individual order against the defendant, the St. Louis, Iron Mountain & Southern Railway Company entered on the 29th day of October, 1912, and filed October 31, 1912, be and the same is hereby set aside upon the condition that the improvements according to such plans and specifications this day approved in an order be complied with according to the terms of said order, and upon such compliance a report be made to this Commission thereof and said order shall be null and void.

By order of the Commission this 15th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 1127

Railroad and Warehouse Commission, ex rel  
The Commercial Club of East St. Louis, Complainant  
v.

The Cleveland, Cincinnati, Chicago & St. Louis Railway Company, et al.  
Defendants

*In the matter of the application of the Commercial Club of East St. Louis, Illinois, for additional and adequate depot facilities, together with proper approaches thereto, to be made by the Chicago & Alton Railroad Company, at East St. Louis, Illinois*

Now on this day comes the defendant herein, the Chicago & Alton Railroad Company and shows to the Commission that they, together with the other defendants herein, have entered into an agreement with the complainant herein, with the approval of this Commission, for the approval of certain plans and specifications for the improvement of the depot facilities and the approaches thereto in the city of East St. Louis, county of St. Clair, State of Illinois, in and by which agreement it is understood and agreed that such improvements according to such plans and specifications approved by this Commission as shown in an order made by said Commission this day is to take the place of and be in compliance with the order made against said defendant road, to-wit: the Chicago & Alton Railroad Company, in an order made by this Commission against the defendant, the Chicago & Alton Railroad Company on October 29, 1912.

And the Commission having by an order entered this day in this cause approved such plans and specifications, together with the agreement of the respective parties in relation to the improvements of said relay depot, it is therefore ordered, adjudged and decreed that an individual order against the defendant, the Chicago & Alton Railroad Company entered the 29th day of October, 1912, and filed on October 31, 1912, be and the same is hereby set aside upon the condition that the improvements according to said plans and specifications this day approved in an order, be complied with according

to the terms of said order, and upon such compliance a report be made to this Commission thereof, and said order shall be null and void.

By order of the Commission this 15th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 1127

Railroad and Warehouse Commission, ex rel  
The Commercial Club of East St. Louis, Complainant

v.

The Cleveland, Cincinnati, Chicago & St. Louis Railway Company, et al.  
Defendants

*In the matter of the application of the Commercial Club of East St. Louis, Illinois, for additional and adequate depot facilities, together with proper approaches thereto, to be made by the Baltimore & Ohio Southwestern Railroad Company at East St. Louis, Illinois.*

Now on this day comes the defendant, herein, the Baltimore & Ohio Southwestern Railroad Company and shows to the Commission that they together with the other defendants herein have entered into an agreement with the complainant herein, with the approval of this Commission for the approval of certain plans and specifications for the improvement of the depot facilities and the approaches thereto in the city of East St. Louis, county of St. Clair, State of Illinois, in and by which agreement it is understood and agreed that such improvements according to such plans and specifications approved by this Commission as shown in an order made by said Commission this day is to take the place of and be in compliance with the order made against said defendant road, to-wit: Baltimore & Ohio Southwestern Railroad Company in an order made by this Commission against the defendant, the Baltimore & Ohio Southwestern Railroad Company on October 29, 1912.

And the Commission having by an order entered this day in this cause approved such plans and specifications, together with the agreement of the respective parties in relation to the improvements of said relay depot, it is therefore, ordered, adjudged and decreed that an individual order against the defendant, the Baltimore & Ohio Southwestern Railroad Company entered on the 29th day of October, 1912, and filed on October 31, 1912, be and the same is hereby set aside upon the condition that the improvements according to said plans and specifications this day approved in an order, be complied with according to the terms of said order, and upon such compliance a report be made to this Commission thereof, and said order shall be null and void.

By order of the Commission this 15th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 1127

Railroad and Warehouse Commission, ex rel  
The Commercial Club of East St. Louis, Complainant

v.

The Cleveland, Cincinnati, Chicago & St. Louis Railway Company, et al.  
Defendants

*In the matter of the application of the Commercial Club of East St. Louis, Illinois, for additional and adequate depot facilities, together with proper approaches thereto, to be made by the Wabash Railroad Company, at East St. Louis, Illinois*

Now on this day comes the defendant herein, the Wabash Railroad Company and shows to the Commission that they, together with the other

defendants herein, have entered into an agreement with the complainant herein, with the approval of this Commission for the approval of certain plans and specifications for the improvement of the depot facilities and the approaches thereto in the city of East St. Louis, county of St. Clair, State of Illinois, in and by which agreement it is understood and agreed that such improvements according to such plans and specifications approved by this Commission as shown in an order made by said Commission this day, is to take the place of and be in compliance with the order made against said defendant road, to-wit: the Wabash Railroad Company in an order made by this Commission against the defendant, the Wabash Railroad Company on October 29, 1912.

And the Commission having by an order entered this day in this cause approved such plans and specifications, together with the agreement of the respective parties in relation to the improvements of said relay depot, it is therefore ordered, adjudged and decreed that an individual order against the defendant, the Wabash Railroad Company entered on the 29th day of October, 1912, and filed on October 31, 1912, be and the same is hereby set aside upon the condition that the improvements according to said plans and specifications this day approved in an order, be complied with according to the terms of said order, and upon such compliance a report be made to this Commission thereof, and said order shall be null and void.

By order of the Commission this 15th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 1127

Railroad and Warehouse Commission, ex rel  
The Commercial Club of East St. Louis, Complainant  
v.

The Cleveland, Cincinnati, Chicago & St. Louis Railway Company, et al.  
Defendants

*In the matter of the application of the Commercial Club of East St. Louis, Illinois, for additional and adequate depot facilities, together with proper approaches thereto, to be made by the St. Louis, Southwestern Railway Company at East St. Louis, Illinois*

Now on this day comes the defendant herein, the St. Louis, Southwestern Railway Company and shows to the Commission that they together with the other defendants herein have entered into an agreement with the complainant herein, with the approval of this Commission for the approval of certain plans and specifications for the improvement of the depot facilities and the approaches thereto in the city of East St. Louis, county of St. Clair, State of Illinois, in and by which agreement it is understood and agreed that such improvements according to such plans and specifications approved by this Commission as shown in an order made by said Commission this day is to take the place of and be in compliance with the order made against said defendant road, to-wit: St. Louis, Southwestern Railway Company, in an order made by this Commission against the defendant, the St. Louis, Southwestern Railway Company on October 29, 1912.

And the Commission having by an order entered this day in this cause approved such plans and specifications, together with the agreement of the respective parties in relation to the improvements of said relay depot, it is therefore ordered, adjudged and decreed that an individual order against the defendant, the St. Louis, Southwestern Railway Company entered on the 29th day of October, 1912, and filed on October 31, 1912, be and the same is hereby set aside upon the condition that the improvements according to said plans and specifications this day approved in an order, be complied with



according to the terms of said order, and upon such compliance a report be made to this Commission thereof, and said order shall be null and void.

By order of the Commission this 15th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 1127

Railroad and Warehouse Commission, ex rel  
The Commercial Club of East St. Louis, Complainant  
v.

The Cleveland, Cincinnati, Chicago & St. Louis Railway Company, et al.  
Defendants

*In the matter of the application of the Commercial Club of East St. Louis, Illinois, for additional and adequate depot facilities, together with proper approaches thereto, to be made by the Vandalia Railroad Company at East St. Louis, Illinois*

Now on this day comes the defendant herein, the Vandalia Railroad Company and shows to the Commission that they, together with the other defendants herein, have entered into an agreement with the complainant herein, with the approval of this Commission for the approval of certain plans and specifications for the improvement of the depot facilities and the approaches thereto in the city of East St. Louis, county of St. Clair, State of Illinois, in and by which agreement it is understood and agreed that such improvements according to such plans and specifications approved by this Commission as shown in an order made by said Commission this day is to take the place of and be in compliance with the order made against said defendant road, to-wit: the Vandalia Railroad Company in an order made by this Commission against the defendant, the Vandalia Railroad Company on October 29, 1912.

And the Commission having by an order entered this day in this cause approved such plans and specifications, together with the agreement of the respective parties in relation to the improvements of said relay depot, it is therefore ordered, adjudged and decreed that an individual order against the defendant, the Vandalia Railroad Company entered on the 29th day of October, 1912, and filed on October 31, 1912, be and the same is hereby set aside upon the condition that the improvements according to said plans and specifications this day approved in an order, be complied with according to the terms of said order, and upon such compliance a report be made to this Commission thereof, and said order shall be null and void.

By order of the Commission this 15th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 1127

Railroad and Warehouse Commission, ex rel  
The Commercial Club of East St. Louis, Complainant  
v.

The Cleveland, Cincinnati, Chicago & St. Louis Railway Company, et al.  
Defendants

*In the matter of the application of the Commercial Club of East St. Louis, Illinois, for additional and adequate depot facilities, together with proper approaches thereto, to be made by the Illinois Central Railroad Company at East St. Louis, Illinois*

Now on this day comes the defendant herein, the Illinois Central Railroad Company and shows to the Commission that they, together with the

other defendants herein, have entered into an agreement with the complainant herein, with the approval of this Commission for the approval of certain plans and specifications for the improvement of the depot facilities and the approaches thereto in the city of East St. Louis, county of St. Clair, State of Illinois, in and by which agreement it is understood and agreed that such improvements according to such plans and specifications approved by this Commission as shown in an order made by said Commission this day is to take the place of and be in compliance with the order made against said defendant road, to-wit: Illinois Central Railroad Company in an order made by this Commission against the defendant, the Illinois Central Railroad Company on October 29, 1912.

And the Commission having by an order entered this day in this cause approved such plans and specifications, together with the agreement of the respective parties in relation to the improvements of said relay depot, it is therefore ordered, adjudged and decreed that an individual order against the defendant, the Illinois Central Railroad Company entered on the 29th day of October, 1912, and filed on October 31, 1912, be and the same is hereby set aside upon the condition that the improvement according to said plans and specifications this day approved in an order, be complied with according to the terms of said order, and upon such compliance a report be made to this Commission thereof, and said order shall be null and void.

By order of the Commission this 15th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 1127

Railroad and Warehouse Commission, ex rel  
The Commercial Club of East St. Louis, Complainant  
v.

The Cleveland, Cincinnati, Chicago & St. Louis Railway Company, et al.  
Defendants

*In the matter of the application of the Commercial Club of East St. Louis, Illinois, for additional and adequate depot facilities, together with proper approaches thereto, to be made by the Cleveland, Cincinnati, Chicago & St. Louis Railway Company at East St. Louis, Illinois*

Now on this day comes the defendant herein, the Cleveland, Cincinnati, Chicago & St. Louis Railway Company and shows to the Commission that they, together with the other defendants, herein have entered into an agreement with the complainant herein, with the approval of this Commission for the approval of certain plans and specifications for the improvement of the depot facilities and the approaches thereto in the city of East St. Louis, county of St. Clair, State of Illinois, in and by which agreement it is understood and agreed that such improvements according to such plans and specifications approved by this Commission as shown in an order made by said Commission this day is to take the place of and be in compliance with the order made against said defendant road, to-wit: Cleveland, Cincinnati, Chicago and St. Louis Railway Company in an order made by this Commission against the defendant, the Cleveland, Cincinnati, Chicago & St. Louis Railway Company on October 29, 1912.

And the Commission having by an order entered this day in this cause approved such plans and specifications, together with the agreement of the respective parties in relation to the improvements of said relay depot, it is therefore ordered, adjudged and decreed that an individual order against the defendant, the Cleveland, Cincinnati, Chicago & St. Louis Railway Company entered on the 29th day of October, 1912, and filed on October 31, 1912, be and the same is hereby set aside upon the condition that the improvements according to said plans and specifications this day approved in an order, be

complied with according to the terms of said order, and upon such compliance a report be made to this Commission thereof, and said order shall be null and void.

By order of the Commission this 15th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 1127

Railroad and Warehouse Commission, ex rel  
The Commercial Club of East St. Louis, Complainant,  
v.

Cleveland, Cincinnati, Chicago & St. Louis Railway Company, et al.  
Defendants

*In the matter of the application of the Commercial Club of East St. Louis for additional adequate depot facilities, together with proper approaches thereto at East St. Louis, Illinois*

The complainant in this cause presents to the Commission the inadequate depot facilities in what is known as the relay depot occupied by the respondent companies herein for depot service in the city of East St. Louis, and asks the Commission to make an order requiring the respective roads to give adequate depot facilities and protect the approaches to said depot and from said depot to the trains to and from such depot.

The matter was before the Commission several times and various phases of the same heard from time to time. The original contention of the complainant was for a union depot. To this demand the defendant roads answered that it was impossible and impractical at the present time, and particularly at the location of the relay depot, to erect a union depot, and further, that the several railroads were unable to agree upon the plan, place and character of such union depot, and that because of the inefficiency of what is known as the Municipal Bridge and the approaches to such bridge, and other matters of a similar character, it was unwise until such approaches and bridges were completed, to definitely locate a union depot in the city of East St. Louis.

The defendant admitting, however, that certain improvements were necessary and proper and that the approaches to such depot and from said depot to the trains coming and going from said depot should be protected, submitted to the Commission and through the Commission to the complainant certain plans and specifications for the improvement and enlargement of said depot, and for the protection of the approaches to said depot and to and from the trains coming to and going from such depot, which plans when presented were unsatisfactory to the complainant and were not adopted; and after final hearing and argument in this cause, the Commission did on October 29, 1912 render an opinion in said cause in which opinion said Commission held that they had no power to order the defendant roads to build a union depot in the city of East St. Louis but that they did have power and authority to direct each and every one of said defendant roads to erect in the city of East St. Louis a proper and sufficient depot by which the business of said defendant roads could be properly taken care of to the convenience of the public and in keeping with the said commercial interests of the said city of East St. Louis; and in conformity to such opinion the Commission did on the 29th day of October enter a separate order against each of said defendant roads directing each of said roads to erect at some suitable and convenient place within the city of East St. Louis, State of Illinois, sufficient and adequate depot for the use of the public, with suitable and safe approaches thereto, and that each of said roads submit to the Commission on or before January 1, 1913, for its examination and approval,

plans and specifications for such depot, each of which orders was properly signed and certified to by said Commission and sent to the respective defendant railroads, together with copy of the opinion rendered by said Commission.

After the rendition of such opinion and the making of such orders the several defendant roads together with the complainant had several interviews and conferences among themselves, and also with and in the presence of this Commission in relation to putting into effect such orders, but more particularly in view, if possible, of so amending the plans and specifications originally offered, for temporary improvement of such relay depot in the city of East St. Louis until such time as it will be practical to build a union depot, or make permanent improvements of a character in keeping with the needs of said city of East St. Louis.

As a result of a final conference between the complainant and the defendant roads, this Commission is informed by the complainant and defendants that they have agreed upon a plan for temporary improvements at such relay depot and the approaches to the same, and to and from trains entering such depot, and that it is agreed by the complainant with the permission of this Commission, that if the defendant roads will improve said relay depot and the approaches thereto in accordance with the plans and specifications presented to this Commission for such improvement, which are on file herein, that this Commission may as a temporary matter approve such plans and specifications for such improvements and may enter an order setting aside the several individual orders made by this Commission against the said several railroads for separate and individual depots entered in this cause on the 29th day of October, 1912, all of which facts appear in the record in writing.

And the Commission being fully advised and familiar with the entire situation and the surroundings of said relay depot, and the needs of the public in relation there, and having given due consideration to all the statements of the respective parties and having personally examined the entire situation in relation thereto, believe that everything considered, this is the most practical solution of the matter for the present time that can be reached; and with the understanding of the respective parties that when said Municipal Bridge and approaches thereto are completed the entire subject matter of additional depot facilities or union depots will be taken up by the respective parties and with the further understanding that the improvements set forth in the plans and specifications herein filed shall be promptly made for the convenience and safety of the public at said relay station; the Commission hereby approves such plans and specifications for the improvement of said relay depot, together with the approach thereto and the approaches to and from the respective trains entering the city of East St. Louis.

It is therefore ordered, adjudged and decreed that the said plans be and they are hereby approved and the respective parties are hereby ordered and directed to carry out such agreement, and that they proceed at once with the improvement of such relay depot according to said plans and specifications and that as soon as the weather will permit they proceed with the construction of such approaches to said depot and the trains to and from said depot, and that they proceed with all due haste to construct and complete such improvements and that the construction of these improvements, according to such plans and specifications shall be completed by the said defendants on or before August 1, 1913.

The Commission reserves jurisdiction in this cause for the purpose of entering any further order that may be necessary in order to fully carry out the provisions hereof.

By order of the Commission this 15th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 1190

Railroad and Warehouse Commission, ex rel  
Hygienic Ice Company, Complainant  
v.

Elgin, Joliet & Eastern Railway Company  
Chicago, Burlington & Quincy Railroad Company

In the above entitled cause on the 23d day of July, 1912, an order was entered in which the following appears:

"The Commission held that when a common carrier publishes a tariff for the use of the public, and contracts are made based on rates in said tariff, that said common carrier should be required to keep such rate for a reasonable length of time, where it appears that parties have made in good faith, contracts based thereon, and until reasonable notice is given the public of the change of such rate."

It further appears from such order as follows:

"After such ruling had been made by the Commission, the respective roads stated to the Commission that if the 60 cent rate now published was permitted to stand, they would be willing to comply with the ruling of the Commission and that if the complainant would pay the regular 60 cent rate, the defendant roads would immediately, upon the completion of the contract and not later than November 1, 1912, petition this Commission for leave to refund the 10 cents per ton additional, which was satisfactory and agreed to by the respective parties."

And now comes the said Elgin, Joliet & Eastern Railway Company, being the originating road in said tariff, and shows to the Commission that said contracts have been completed and that the 60 cent rate has been paid, and requests permission to make adjustment of this matter based on the 50 cents per ton rate; and the Commission being fully advised, in confirmation of its former order.

It is hereby ordered, adjudged and decreed by the Commission that the said Elgin, Joliet & Eastern Railway Company, be and the same is hereby authorized to refund 10 cents per ton on shipments in question, as per said application herein filed on January 9, 1913, amounting to \$598.85.

By order of the Commission this 21st day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 1172

Railroad and Warehouse Commission, ex rel  
L. K. Wahls, et al., Complainants  
v.

Chicago, Rock Island & Pacific Railway Company  
Pennsylvania Company, Defendants

*In re sidewalks Washington Heights, Illinois*

Now on this day comes the Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company, referred to as the Pennsylvania Company herein, and shows to the Commission that since the filing of the complaint herein, certain of the sidewalks desired, have been constructed to and from said Union Station at Washington Heights, Ill.

It further shows that other of said sidewalks desired by complainants, have not been constructed and should not be constructed for the reason that if such additional sidewalks asked for are constructed, it will invite and permit many of the passengers traveling upon the Chicago, Rock Island & Pacific Railway Company's suburban trains, to pass over this respondent's right-of-way and along the tracks, in going to and from said station to board or leave the trains of the Chicago, Rock Island & Pacific Railway Company.

and that thereby the respondent Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company would be discriminated against and prejudiced in that it would be required to look to the safety of passengers of said Chicago, Rock Island & Pacific Railway Company.

Said respondent further shows to the Commission that it is ready and willing to construct and maintain the several sidewalks, as submitted on blue print for additional sidewalks to said union station, same not being upon the right-of-way of any of said railroad companies, but upon the public streets and crossing in said city of Washington Heights, Ill.

It further appearing to the Commission that said blue print filed herein, shows plan which is very desirable, it is hereby ordered that said plan, now presented, be and the same is hereby adopted, and said railroad company is permitted and directed to construct such sidewalks, according to said plan.

Said respondent, Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company, is also hereby directed to build a fence at the point shown on said blue print, so that the public cannot cross over right-of-way and tracks of either of said railroad companies at said Union Station.

By order of the Commission this 27th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2020

Railroad and Warehouse Commission, ex rel  
W. E. Steiner, et al., Complainants

v.

Louisville & Nashville Railroad Company, Defendant

*In re insufficient train service, Shawneetown, Illinois*

This is an application for additional train service on the defendant road on what is known as the Shawneetown Branch. Shawneetown is at present served by trains starting at Shawneetown and ending at Evansville, Ind., in one direction, and starting at Evansville, Ind., and ending at Shawneetown, Ill., in the other direction.

The record shows there is but one passenger train each way per day: that it leaves Shawneetown in the morning about 7:00 A.M. and runs through to Evansville, reaching that point about 11:00 A.M., and on the return trip, it leaves Evansville at 4:45 P.M., and reaches Shawneetown about 9:00 P.M.

The record shows the only other service in and out of Shawneetown on the defendant road, is a mixed train that handles all the freight on the branch between McLeansboro and Shawneetown; this train is scheduled to leave McLeansboro at 6:15 A.M. and to reach Shawneetown at 9:45 A.M. This is the only train for local passenger service into Shawneetown from McLeansboro or points further north. This train also carries the mail from McLeansboro into Shawneetown.

The record shows that while this train is scheduled to leave McLeansboro at 6:15 A.M., it frequently leaves two hours late. That it handles all the cinders and other ballast and material used upon the road, and all local freight on the branch between McLeansboro and Shawneetown; the record shows that the first stop out of McLeansboro towards Shawneetown is Hoodville, a small station; the next is Dale, a town of four or five hundred inhabitants, and quite an important shipping point; the next is Broughton, a town of twelve hundred inhabitants; the record shows that Dale and Broughton depend entirely upon the defendant road for service, and that Broughton is an important shipping point. The next stop is Francis Mills, another station in a populous agricultural community; next is Eldorado, which station has other railroads running in and out, furnishing additional facilities; at this point there are three coal mines with about twelve hundred tons capacity and considerable coal is shipped from this point over the defendant road. The next station is Grayson, with a coal mine of twelve or fifteen hundred tons capacity per day; next is Brooklyn, a shipping point

for grain and other agricultural products. Next is Equality, where there are three mines, one with five to six hundred tons capacity per day, one with about one hundred fifty tons capacity and one with two hundred fifty to three hundred tons capacity per day, and these mines are increasing their output daily. This particular train works all these mines going down and going back; at Equality the record also shows there is a large amount of freight shipped in and out. The next stop is Hickory Hill, which is a small settlement in an agricultural community. The next is the junction of the Baltimore & Ohio Southwestern R. R. and the Louisville & Nashville R. R.; the next stop is Duncan, another small village, and then Shawneetown.

The record shows that this train is from two to five hours late daily, and it is not strange from the work it has to do that it is so late, and it is manifest that such a train is not suitable at all for passenger or mail service.

The record shows that Shawneetown is the county seat and that persons having business there, must go to Shawneetown the night before, in order to be there to transact any business whatever or attend court. The record further shows that if the train ran on time there would only be about forty minutes for business in Shawneetown.

The record shows that the people along that line between McLeansboro and Shawneetown desire to have an additional train from McLeansboro into Shawneetown, arriving at such an hour in the morning and departing at such an hour in the afternoon, as to enable passengers to have a reasonable length of time in Shawneetown for the transaction of business, and also that they may obtain their mail much earlier in the morning. As above intimated, the natural run of trains on this branch would be from Shawneetown, Ill., to Evansville, Ind., and from Evansville, Ind., to Shawneetown, Ill., but there being other connections at McLeansboro, if an additional train could not be run through to Evansville, additional service from McLeansboro in and out of Shawneetown, would be a material help to McLeansboro, Shawneetown, and all intervening points. The service out of Shawneetown to Evansville via McLeansboro in the morning, and returning from Evansville via McLeansboro to Shawneetown in the evening, is satisfactory, but it seems to the Commission that Shawneetown and points intervening between there and McLeansboro, and on to the line between Illinois and Indiana, and even on to Evansville, should have better service into Shawneetown in the morning, and better service out of Shawneetown in the evening. It has been contended upon the part of the defendant road that such a train would not be profitable. The record shows that the people in that community believe such a train will pay. As a rule, such trains should be self-sustaining, but that is not imperative for the reason that the people of any community are entitled to reasonable service from a common carrier, if the entire system pays, sufficiently, whether the particular branch of such road is self-sustaining or not.

From this record the Commission finds that the defendant road should furnish additional train service to the people upon this branch, at least between McLeansboro and Shawneetown. It would appear from the entire record and the manner of running through trains on said branch, that it would possibly be more profitable and convenient for the defendant road to run this additional train from Evansville, Ind., via McLeansboro, to Shawneetown, Illinois and return, but this can only be a suggestion, for the reason that this Commission has no power to order an interstate train, and therefore confines its order for the additional train service from McLeansboro to Shawneetown and return.

It is therefore ordered, adjudged and decreed by the Commission that the defendant road, namely the Louisville & Nashville Railroad Company, furnish additional service to the public between McLeansboro and Shawneetown by placing an additional train on said branch; and that said defendant road furnish this Commission within fifteen days from the date of this order, a schedule of such train for the examination and approval of this Commission, and the said train to be placed in service within thirty days from the date of this order.

By order of the Commission this 5th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2016

Railroad and Warehouse Commission, ex rel  
Arthur Allen, Complainant

v.

Louisville & Nashville Railroad Company, Defendant

*Application for depot and additional train service at Dale, Illinois*

This is a proceeding by the complainant on behalf of the citizens of Dale, Ill., for better train service, more particularly for a depot at the station of Dale.

The village of Dale is located on a branch of the Louisville and Nashville Railroad Company, running from Shawneetown to Evansville, Ind., via McLeansboro, Ill., and is about seven miles south of McLeansboro.

The record shows it is located in a farming and agricultural community, and that rapid improvement is being made in the land around there, and that the population has increased, both in the village and the country in that vicinity.

The defendant's own testimony shows that from August, 1911, to August, 1912, the income at Dale Station was approximately \$350 per month; that the shipments into Dale are largely merchandise, less than carload shipments. The record further shows that the passenger business amounts to about \$75 per month, that amount however, being included in the \$350 income per month, above referred to.

The record shows that there is a box car set off at that point for the purpose of caring for freight; that the car is provided with lock and key, and the original arrangement was that the key was carried by a merchant there.

The record further shows that about two years ago the railroad officials looked into the question of building a depot at Dale, and also had the matter up a few months ago, and the witness for the defendant road testified:

"We were then of the opinion that it would not justify it, but the business has increased at that station and there will be a further increase in the business in the next year, and when the drainage ditch which is being constructed through there, is completed and the farming territory developed, which is being done, there will be enough business we hope in the next eighteen months or two years to justify the construction of a station to cost somewhere about \$2,000. If the country develops as rapidly as the people who put their money in that ditch and live around there, hope for, and they realize that their predictions prove true, that will open up and make valuable farming property that is now swamped."

It is apparent from this testimony and the entire record in this case, that the defendant road has been contemplating and are now contemplating the erection of a depot at Dale.

The record, as a whole shows, in our opinion, that the people of this locality are entitled to depot facilities; an increase in business in the last two or three years is manifest from the record, and that too, without any facilities or accommodations whatever to encourage such increase. The Commission believes that it is good policy, in places like this, where the people are spending their money and developing the country and business along their line has increased, to encourage such enterprise by affording the people the best possible facilities under the circumstances. While this station would not justify a large and expensive depot, it is equally true that



the present facilities are insufficient. If the defendant road is able to get some one to take care of the box car without having a regular agent there all the time, it could probably get some one to take care of a depot if same is erected for the accommodation of the public.

It is therefore ordered, adjudged and decreed by the Commission that the defendant railroad Company be, and it is hereby directed to prepare and submit plans and specifications for a depot at the village of Dale, Ill., of sufficient size and capacity to accommodate the people of that community for both passenger and freight business, and that said plans be prepared and submitted to this Commission for its examination and approval by the March meeting of this Commission, the Commission reserving the right to determine after having passed an said plans, the time in which said depot shall be erected and completed.

The question of insufficient train service is also presented in case No. 2020, Railroad and Warehouse ex rel W. E. Steiner, et al. v. Louisville & Nashville R. R., and in considering that case, the question of train service at Dale, will also be passed upon.

By order of the Commission this 5th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### No. 2034

Railroad and Warehouse Commission, ex rel  
George Dancisak, Complainant

v.

Cleveland, Cincinnati, Chicago & St. Louis Railway Co., Defendant

*In re application for depot facilities at Taylor Springs, Illinois*

Now on this day comes the respondent road and files herein plans for a depot at Taylor Springs in keeping with the suggestions of the Commission.

And the Commission having examined said plans, finds, that the same are proper and sufficient for the accommodation of the public at Taylor Springs, Ill.

It is therefore ordered, adjudged and decreed by the Commission that said plans be, and the same are hereby approved, and that the work on such depot shall begin not later than May 1, 1913, said depot to be completed with all reasonable speed.

By order of the Commission this 19th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### No. 1160

Railroad and Warehouse Commission, ex rel  
The City of Alton, Complainants

v.

Chicago & Alton Railroad Company

Cleveland, Cincinnati, Chicago & St. Louis Railway Co., Defendants

*Supplemental Order*

*In re application for additional depot facilities at Alton, Illinois*

Now on this day comes the respondent railroad companies by B. A. Worthington, President of the Chicago & Alton Railroad Company, and J. C. Faulstich, Mayor of the City of Alton, Ill., and show to the Commission that heretofore on Thursday, the 13th day of February, 1913, representatives

of the city of Alton, together with representatives of the respondent railroad companies met and agreed upon supplemental plans for the improvement of the Alton depot, and request said Commission to approve the same, and to modify the former order herein entered, in keeping therewith.

And it appearing to the Commission that on the 19th day of December, 1912, an order was entered by this Commission, approving plans for such improvements, said plans prepared by J. M. Pfeiffenbarger, City Architect of the city of Alton, which plans provided certain improvements to be made in said depot.

And it further appearing to the Commission that in and by said order, plans were adopted with certain exceptions thereto, which appear in order of that date.

And it further appearing to the Commission that the plans now submitted by the respective parties are proper and sufficient plans for the improvement of said depot at Alton, and that they are satisfactory to the officials of the city of Alton and the respective railroad companies.

It is therefore ordered, adjudged and decreed by the Commission that the order heretofore entered on December 19, 1912, be modified to the extent that in place of the plans approved thereby, that the plans now submitted, filed February 19, 1913, and approved, be and the same are hereby substituted for the plans heretofore approved by said Commission in said former order, except in so far as such original plans provided for heat and water in said depot, and said part of said original plans is to remain in full force and effect.

It is further ordered that in addition to the improvements provided for in the plans approved on February 19, 1913, that the said respondent roads are to properly light said depot and grounds, as per agreement between the respective parties.

It is further ordered that the said respondent roads proceed at once with such improvements.

By order of the Commission this 26th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 1128

Railroad and Warehouse Commission, ex rel  
James S. Maloney, Complainant

v.

Chicago, Burlington & Quincy Railroad Company  
Illinois Central Railroad Company, Defendants

*In re refusal to provide track connection at Polo, Illinois*

The record in this case shows that the complainant is a grain dealer, owning and operating a grain elevator in the city of Polo, county of Ogle and State of Illinois, and ships on an average forty-one carloads of grain annually from his elevator in said city of Polo to the city of Chicago, Illinois.

The complaint recites that the Illinois Central Railroad Company, one of the above named defendants, is a common carrier engaged in the transportation of freight, and as such is subject to the laws of the State of Illinois.

Also that the Chicago, Burlington & Quincy Railroad Company, the other of the above named defendants, is a common carrier engaged in the transportation of freight, and as such is subject to the laws of the State of Illinois.

The record shows that the grain elevator of the complainant is situated adjacent to and adjoining the right-of-way of the Illinois Central Railroad Company.

The record further shows that the Illinois Central Railroad within the limits of the city of Polo crosses the track of the Chicago, Burlington &

Quincy Railroad Company at a point less than one mile north of said grain elevator, with an overhead crossing.

The complaint alleges that the Chicago, Burlington & Quincy Railroad Company gives better service and takes less time in hauling carload lots of grain from said city of Polo to the city of Chicago, than does the Illinois Central Railroad Company, and that the Chicago, Burlington & Quincy Railroad Company absorbs all switching charges in said city of Chicago, and that the said Illinois Central Railroad Company does not absorb said switching charges in said city of Chicago, and said complainant is required to pay said charges.

The complaint alleges that there are no switching connections between the Illinois Central Railroad Company and the Chicago, Burlington & Quincy Railroad Company within said city of Polo.

That the complainant has requested said defendant railroad companies to build and maintain proper switch connections between their said railroads within said city of Polo, but that said defendant railroad companies have refused to do so.

The complainant therefore prays that the Illinois Central Railroad Company and the Chicago, Burlington & Quincy Railroad Company, and each of them be, by this Commission ordered and directed to build and maintain proper and suitable switching connections between their respective roads within the said city of Polo, for the benefit of the general public as well as for this complainant, and that they and each of said railroad companies may be further ordered and directed by this Commission to allow the free use of and access to the industrial tracks, side tracks, switch tracks, wagon tracks and terminal facilities of said two railroad companies within said city of Polo, to the said complainant and the general public for shipping purposes and for the proper interchange of business between said two railroad companies, so far as may be necessary, and that in and by said order, this Commission fix reasonable and proper freight rates and switching charges between said two railroad companies for the proper use of the industrial tracks, side tracks, switching tracks, wagon tracks and terminal facilities of said two railroad companies for the use of the complainant and the general public.

The effect of such an order as asked for herein would be to require the defendant railroad companies to connect by a switch track or wye their respective roads, and thus enable the complainant located upon the line of the Illinois Central Railroad Company to order a car from the Chicago, Burlington & Quincy Railroad Company, and have the same placed on said switch track or wye by said Chicago, Burlington & Quincy Railroad Company, and to compel the Illinois Central Railroad Company to carry said car to the complainant's place of business situated upon the Illinois Central Railroad Company's switch track, there to be loaded with grain, and when loaded, require the said Illinois Central Railroad Company to return the loaded car to said switch track or wye, there to be delivered to the Chicago, Burlington & Quincy Railroad Company, and by the latter company hauled to the city of Chicago, or such other market as may be designated.

The subject of physical connections between railroads, and requiring one railroad company to switch for and to another railroad company, and the fixing of rates therefor, is one of the most perplexing questions of transportation. The limitations of power placed upon Commissions and even authorized by the courts under our present statutes, make it practically impossible for either commissions or courts to enter orders, that in many instances would be very beneficial in our judgment, both to the shipper and the carrier, but whatever we may think about what the law should be or what powers commissions and courts should be given, or what railroad companies should voluntarily do in matters of this character, cannot be considered in determining the law in this case or the character of the order to be entered in this proceeding.

Both of the defendant railroad companies herein contest the power of the Commission both under the law and the facts, to make an order such as asked for by the complainant. The case has been ably argued by counsel

for both complainant and defendants and a large number of authorities cited to sustain their respective views.

Section 26 of an Act to establish a Board of Railroad and Warehouse Commissioners as amended by Act approved June 10, 1911, in force July 1, 1911, among other things, provides that:

"Every common carrier \* \* \* is required to afford all reasonable, proper and equal facilities for the interchange of passengers and property traffic between the lines owned \* \* \* by it and the lines of every other common carrier, and for the prompt transfer of passengers and for the prompt receipt and forwarding of property to and from its said lines \* \* \*. But this shall not be construed as requiring any common carrier to give the use of its tracks or terminal facilities to another carrier engaged in like business."

Section 29 of said Act, in relation to the power of the Commission, says:

"The Commission shall have power and is hereby authorized to compel physical connections between railroad companies and to fix and establish reasonable rules, etc."

When these two sections are read together, as they must be, it seems clear that every common carrier must afford all reasonable facilities for interchange, prompt transfer, and forwarding of freight between its lines and those of every other common carrier, and in order to enforce such service the Railroad and Warehouse Commission may compel the necessary physical connections between the various lines of railroad, but no common carrier can be required to give the use of its tracks or terminal facilities to another common carrier engaged in like business.

It is urged that to order such a connection would interfere with interstate commerce, but our authority to make such an order is free from that objection, for in the case of *Wisconsin, etc., R'd Co. v. Jacobson*, 179 U. S., 287, the Supreme Court held:

"That the ordering of a connection between intersecting roads for the transfer of cars from one line to another \* \* \* would plainly afford facilities to interstate commerce, if there were any, and would in no wise regulate such commerce within the meaning of the Constitution."

Disregarding this objection, has this Commission the power or right to make the order requested?

At common law one railroad company could not force a connection or interchange of business with another railroad company, nor can it do so even under a constitutional provision, giving it a right to connect its road with other roads; *A. T. S. Railroad v. D. & N. O. Railroad*, 110 U. S., 667, the court holding that the right of one road to connect its line with that of another, as guaranteed by the constitution of Colorado, meant simply a mechanical union of the tracks of the roads "so as to admit of the convenient passage of cars from one to the other," and not the right of business intercourse. But such right may be given by the legislature, same case, and so we find in the *Jacobson* case, *supra*, that an order of the Railroad and Warehouse Commission of Minnesota, acting under a statute of that state, compelling a trade connection between two competing roads, was sustained by the Supreme Court of the United States as constitutional and reasonable; and in the late case of *Washington ex rel v. Fairchild, et al.*, 224 U. S., 510, the court said:

"Since the decision in the *Wisconsin, etc., R. R. v. Jacobson*, 179 U. S., 287, there can be no doubt of the power of a state, acting through an administrative body, to require railroad companies to make track connection."

though holding in that case, the order of the Commission of the state of Washington, requiring such connection and an interchange of freight, etc., to be unreasonable upon the meagre amount of evidence introduced before the Commission. *See, also, Atlantic, etc., Ry. Co. v. State (Fla.)*, 29 So., 319.

But in all these cases in which it was held that a business connection might be ordered, the roads, so connected, received a part of the road haul. They were not required to give up their terminal facilities and do only a switching business. In *Louisville, etc., R. R. Co. v. Stock Yards Co.*, 212

U. S., 132, the court held it unconstitutional to require one carrier to devote its terminals to the use of another, saying: "If the principle is sound, every road into Louisville, by making a physical connection with the Louisville and Nashville, can get the use of its costly terminals and make it do the switching necessary to that end, upon simply paying for the service of carriage. The duty of a carrier to accept goods tendered at its station does not extend to the acceptance of cars offered to it at an arbitrary point near its terminus by a competing road, for the purpose of reaching and using its terminal station. To require such an acceptance from a railroad is to take its property in a very effective sense, and cannot be justified, unless the railroad holds that property subject to greater liabilities than those incident to its calling alone." *See, also*, *Gulf & I. Ry. Co. v. Texas & N. O. Ry. Co.* (Tex.), 56 S. W., 328; *Railroad Commission of Arkansas v. St. L. I. M. & S. Ry. Co.* I. C. C. R. (Opinion No. 1950, June 5, 1912). As to the right of one carrier to deny to competing carriers the use of its wharves, see *Louisville, etc., R. R. Co. v. West Coast Co.*, 198 U. S., 483; *Weems Steamboat Co. v. People's Co.*, 214 U. S., 345.

Counsel for complainant has cited us to the case of *Larabee v. Railway Co.*, 74 Kan., 808, in which the railway, having once performed a switching service for plaintiff, was compelled to continue same. The court in that case said:

"It is argued \* \* \* that the relief asked would indirectly require the defendant to devote a part of its main line to the use of the Santa Fé as a terminal. This argument does not reach the merits of the case. \* \* \* the only question is, if plaintiff shall be given the same service as ordered to other industries located at Stafford. When the transfer track was built the defendant was under no obligations to do switching over it or from it, either for the Santa Fé or for the shippers at Stafford. For the purpose of the discussion merely, it may be conceded it could not have been compelled to do so \* \* \*. But it did not exercise its privilege. It voluntarily undertook to serve the public by switching cars, just as it voluntarily undertook in the beginning to serve the public by operating its own road. It held itself as a switching company \* \* \*. The defendant because, and under the findings still is, a common carrier of loaded and empty freight cars to and from the transfer track and its own station a mile away."

The facts are essentially different. Had a connection ever been made between the Illinois Central Railroad Company and the Chicago, Burlington & Quincy Railroad Company, and had the Illinois Central Railroad Company, on its own motion, ever made a connection and performed a switching service for complainant, such as is now desired, a different case would have been presented to the Commission, for though a carrier cannot be compelled to give the use of its tracks or terminal facilities to another carrier engaged in like business, yet if it once does so, or makes of them public terminals, it may be compelled to continue to do so, and the Commission may fix a reasonable charge for the service; *Merchants & Manufacturers Assn. v. P. R. R.*, I. C. C. R. (Opinion No. 1879, May 14, 1912); *see, also*, *State v. Jacksonville Terminal Co.*, 41 Fla., 377; *see, also*, *Clark ex rel v. C. P. & St. L. Ry.* (Order of this Commission July 16, 1912). But the status of the Illinois Central Railroad Company in the case at bar is well expressed by a quotation from the late case of *Mississippi R. R. Co. v. Yazoo & M. V. R. Co.* (Miss.), 56 So., 668, in which the court said:

"The business for which appellee was chartered and in which it is engaged, is that of transporting freight and passengers from one point to another, and not that of doing switching or transfer service for, or furnishing terminal facilities to other roads."

Nor do we understand from the evidence that the side track of the Illinois Central Railroad Company is what is termed an industrial track. Industrial tracks are not included within the protection afforded by the law to a carrier's terminal facilities and a switching over such tracks at a reasonable charge from connecting lines may be compelled; *Railroad Commission of Arkansas v. St. L. I. M. & S. Ry. Co.*, *supra*; *also*, *Clark ex rel*

v. C. P. & St. L. Ry. Co. (Order of this Commission July 16, 1912). Though complainant has an industry located alongside the aforesaid side track, yet such fact of itself does not make said track an industrial track within the meaning of that term as explained in case just mentioned.

Several sections of the Act of July 1, 1871, as amended and in force July 1, 1911, creating this Commission and prescribing its powers, have been ably urged upon us by counsel, as authorizing us to order this connection. The two sections mainly involved in the case are sections 26 and 29.

A statute should be construed, if possible, so that the whole may stand and have meaning, and we conclude upon a careful reading of the statute, that section 29 simply gives us power to compel a "physical" or mechanical connection as described in *A. T. S. Railroad v. D. & N. O. Railroad, supra*. The word "physical" was evidently used to prevent any broader meaning being given to the word "connections" which might have been done were the word "connections" standing alone. In section 26 authority was given us to compel business relations at connecting points, but at the end we read:

"But this shall not be construed as requiring any common carrier to give the use of its tracks or terminal facilities to another carrier engaged in like business."

The Legislature apparently contemplated that business connections should be compelled only where each road received a part of the road haul.

In passing upon a similar provision in the Interstate Commerce Act, the Interstate Commerce Commission in the case of *Cardiff Coal Co. v. C., M. & St. P. Ry. Co., et al.*, 13 I. C. C. R., 460, 468, said:

"Without some such provision in the law or some such general understanding of the essential injustice involved, adventurous capital would not be slow in paralleling the great trunk lines and in demanding a connection that would give them the use of the trunk line terminals."

The Commission in that case also clearly points out that for carriers to be able to invoke the provision, they must be actually competing lines, not "simply connecting lines."

Doubtless a statute may be so framed as to give a Commission power to compel a connection and prescribe switching charges for the use by "another carrier," of terminal facilities, *Chicago, I. & L. Ry. Co. v. Railroad Commission (Ind.)*, 95 N. E., 364, without violating the Constitution of the United States. But our statute is not of that nature, nor was it so intended by the Legislature, as shown by the exception at the end of section 26, *supra*.

Counsel for complainant has argued with ability and force that a shipper is seeking to compel the roads to connect—that no carrier is requiring a connection, but that all railroads as common carriers interested in this case, are defendants, and that therefore this case does not come within the exception at the end of section 26. However, we believe such a distinction not tenable for two reasons:

*First*—Such a distinction would virtually allow one carrier to demand a connection through shippers, though acting bona fide, thus compelling such a connection.

*Second*—The exception does not say a carrier can not require another to give its tracks and terminal facilities, etc., but that "this" (meaning this section) "shall not be construed as requiring, etc." Our authority to compel an interchange of business at connecting points is expressly limited by the exception. In passing upon the same argument made in *Railroad Commission of Arkansas v. St. Louis, Iron Mountain & Southern Ry. Co., supra*, the Interstate Commerce Commission said:

"While in this case the demand was made by an individual, and not by the Midland Valley Railroad Company, the service is the equivalent of a terminal service for the railroad which had the line haul."

It is to be remembered that in this case no question is raised as to the duty of a carrier to furnish facilities for shipment. As was said in *So. Pac. Terminal Co. v. Int. Com. Com.*, 219 U. S., 498-520:

"There is a great difference between competing carriers claiming the right to use the facilities of one another and the patrons of the same carrier contending for equality of treatment."

See also *Mobile Chamber of Commerce v. M. & O. R. R. Co.*, I. C. C. R. (Opinion No. 1869, May 7, 1912.) See also *Peoria, Bloomington & Champaign Traction Co. v. Peoria & Pekin Union Railway Co.* (Order of this Commission, September 25, 1911), in accord.

It will be noted in many of the cases above referred to, as to the power and authority to order a connection such as prayed for herein, that a Commission or court must take into consideration the physical conditions surrounding the place at which such connection is to be made, together with the amount of service to be rendered, whether it is of a public and general character or of a local character, the expense of making such connection, the necessity for, and cost of protection for such switch track or connection, together with the danger of making the same, to the traffic upon either of the connecting roads.

It appears from the record, as above stated, that near the place where this switch track is desired and the elevator is located, the Illinois Central Railroad Company crosses the Chicago, Burlington & Quincy Railroad with an overhead crossing. In view of that and the physical conditions surrounding, the testimony is that it would cost \$8,000 to make this switch track and connection, and that in view of the grade of the respective railroads, and for the safety of the public, it would be necessary to protect such connection, and that the protection would cost at least \$3,000, making a total expense of \$11,000, as shown by the record.

Under the ruling of the courts, the expense of the connection must be taken into consideration as compared with the business done, not as controlling, but as a factor.

The record further shows that each of the said railroad companies has its distinct terminal and yards, and that there is not now and never has been any connection between said railroads for transfer of freight at this point.

Applying the law as herein stated, the Commission holds, that under a proper showing and proper conditions, even such as presented in this case, the Commission has authority and power to order a connection between railroads, but only a physical connection, and if such connection was ordered between these respective roads at this point, it would be of no practical value to the complainant or to the public in that community, unless the Commission had power in the same order to compel such railroad companies to perform the service asked for in the complaint and to give free access to and use of the switching tracks and terminal facilities of each of said railroad companies at said point, and compel each of said railroad companies to switch cars from and to said switching tracks and their said terminals. Applying the decisions hereinabove referred to, to the statutes of our own State, and following the construction given said statutes by the courts, as well as the Interstate Commerce Commission, it is manifest that this Commission has not sufficient power or authority to make and enforce an order such as asked for in the complaint in this case.

While it is not the province of this Commission to advise or even suggest matters to persons or corporations before it, yet at this time the Commission cannot refrain from saying that railroad companies in many cases and many places, could improve their service to the public, as well as increase their income, by making more connections and arranging for interchange of traffic.

For the reasons hereinabove given, the prayer of the complainant will have to be denied.

By order of the Commission this 26th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Railroad and Warehouse Commission, ex rel  
Joseph H. Nott, et al. Complainants  
v.

Chicago, Rock Island & Pacific Railway Company, Defendant

*In re delay in train service at Washington Heights, Illinois*

The third paragraph in the complaint filed in the above entitled cause, reads as follows:

"That this company constantly inconveniences its passengers by unwarranted delays up to forty-five minutes. From their Washington Heights Station they run the following trains:

Number 110 leaving Washington Hts. at 6:43 due in Chicago 7:17 A.M.

Number 118 leaving Washington Hts. at 7:24 due in Chicago 7:55 A.M.

Number 124 leaving Washington Hts. at 7:45 due in Chicago 8:18 A.M.

Number 128 leaving Washington Hts. at 8:02 due in Chicago 8:35 A.M.

Number 132 leaving Washington Hts. at 8:21 due in Chicago 8:45 A.M."

The complaint further charges that trains Numbers 118, 128 and 132 are from Joliet and are commonly used by the Washington Heights passengers to get to their places at 8:00 and 8:30 A.M.

It further charges that train No. 118 is unjustly delayed by reason of late through trains being given preference, together with other general charges of delayed trains, making the service unsatisfactory.

Considerable testimony was offered by the complainant and heard as to the character of delays to trains, as well as letters, exhibits, tables, etc., offered by the defendant road.

The subject of train delays at terminals in and near Chicago is such an important question, and by most people so little understood, that the Commission deemed it advisable at this time, to make a thorough and full investigation of the causes in relation thereto; and for that purpose transmitted the entire record in this case to its engineer with instructions to investigate thoroughly all causes of delay relating to train service, and after making such an examination, which we believe was thorough and exhaustive, he submitted to the Commission his report which is as follows:

"Under date of January 3, 1913, you transmitted to me all papers connected with the above entitled cause concerning unsatisfactory suburban service on the line of the Chicago, Rock Island & Pacific Railway Company, with the request that I investigate the same and submit report.

"Under date of January 5th, I was furnished with certain data by the Rock Island Company which represented delays to all classes of trains at each of three interlocking plants for the month of December, 1912. This data accompanies the report and is marked Exhibit 'A.' A perusal of this data indicated that it covered delays at interlocked plants only, for portions of the month of December. These delays are recorded at the interlocking plants located at Sixteenth Street, Sixty-third Street, and Seventy-ninth Street, all in the city of Chicago.

"Aside from the fact that only these delays were reported, the dates of the train delays at one interlocking plant were not contemporaneous with the dates of the delays at the other interlocking plants. Accordingly this information was considered worthless for the purpose of drawing any definite conclusion.

"Under date of January 14th, in the continuation of this investigation, I received from the Rock Island Company supplementary data showing for instance the character of each amount of delay and total delay to each east bound passenger train, whose terminal was in Chicago. This data is marked Exhibit 'B' and covers the period from December 1, 1912, to December 14, 1912, inclusive. This exhibit includes data relating to delays of all classes of passenger trains, through trains, as well



as strictly suburban trains, because all, with one or two exceptions, stop at one or more of the points in the district known as suburban territory between Joliet and Chicago.

"As gathered from the data in Exhibit 'B' the following information is deduced in accordance with the tables designated below:

"Table 'A'—Range of Train Delays:

At interlocked crossings, from 2 to 15 minutes.

Account trains ahead in block, from 3 to 37 minutes.

Account engine failures, train 132, December 4, delayed 30 minutes; train 128, December 4, annulled.

Account miscellaneous causes, from 2 to 52 minutes.

Miscellaneous causes, includes delays to trains caused by running fast or through trains around and ahead of others.

During the period of two weeks which Exhibit 'B' covers, there were 8 trains delayed by this cause as shown in the following table:

"Table 'B'—Running Through Trains Around:

December 2, train 140, delayed 24 minutes out of a total delay of 28 minutes, caused by running trains Nos. 6, 12 and 20 around it.

December 4, train 128 delayed 40 minutes out of a total delay of 52 minutes, caused by running trains Nos. 20 and 6 around it, and the annulment of train 128.

December 6, train 166 was delayed 5 minutes out of a total of 8 minutes, caused by running train 234 around it.

December 7, train 140 was delayed 12 minutes out of a total of 21 minutes, caused by running trains Nos. 14 and 20 around it.

December 9, train 140 was delayed 8 minutes, being the total delay caused by running train 20 around it.

December 11, train 118 was delayed 6 minutes out of a total of 11 minutes, caused by running train 6 around it.

December 11, train 140 was delayed 13 minutes, being the total delay, caused by running trains Nos. 20 and 7 around it.

December 12, train 140 was delayed 16 minutes out of a total of 21 minutes, delay caused by running trains Nos. 12 and 6 around it.

"Table 'C'—Average Train Delays:

Average amount of delay to each delayed train.....	13.54min.
Percentage of delay, account interlocked crossings....	15.34%
Percentage of delay, account trains ahead in block.....	62.01%
Percentage of trains delayed, account engine failures..	1.33%
Percentage of trains delayed, account miscellaneous..	21.13%

100. %

"Table 'D'—Miscellaneous:

Total number of trains scheduled to run December 1 to 14, inclusive .....	504
Total number of scheduled trains late .....	166
Percentage of trains late .....	32.93%

"It is only fair to the Rock Island Company to submit the following miscellaneous data under Table 'E,' R. I. Miscellaneous:

"A glance will indicate at once that the Chicago Terminal is a very busy one, and such delays as resulted to the trains indicated in the data marked Exhibit 'B' would be accounted for as 'Trains Ahead in Block.' What proportion of the delays accounted for as 'Trains Ahead in Block' shown in Exhibit 'B,' as chargeable to congestion of, traffic at Chicago Terminal, is difficult to say, if any of it is so chargeable.

"The information follows herewith and is given as submitted:

"There are carded in and out of LaSalle Street Station, 225 schedules each twenty-four hours. Each of these schedules have two moves in and

out, which give 450 moves, not counting any switch moves in connection with shifting cars. This gives an average of  $18\frac{3}{4}$  trains per hour, or an average move every 3 minutes, 12 seconds, in the 24-hour period.

"From 6:00 to 9:00 A.M., there are 18 scheduled trains out, 35 scheduled trains in, total of 53 scheduled trains or 106 moves, which gives average movement every 1 minute, 42 seconds.

"From 5:00 to 7:00 P.M., there are 25 scheduled trains out, 14 scheduled trains in, total of 39 scheduled trains, or 78 moves, which gives average movement every 1 minute, 32 seconds.

"This does not include any move by switch engines spotting cars in station or taking individual car or cars from station by switch engine. This is just the movement of either loaded or empty train in or out.

"A perusal of Table 'C' indicates that 15.53 per cent of the train delays for the first two weeks in December were due to delays at interlocked crossings. Reference to data submitted in Exhibit 'A' will show that the delays to trains on the crossing roads are just as numerous as they are to the Rock Island trains.

"Discipline of an extraordinary character, and the construction of additional tracks might reduce these delays to some extent, but with the great amount of traffic passing through these crossings on all roads, the only remedy to avoid train delays entirely, would be separation of grades.

"By far the largest percentage of train delays, 62.01 per cent is chargeable to 'Trains Ahead in Block.' Atmospheric conditions and long blocks have something to do with delay of trains, but the principal cause of these delays is undoubtedly due to the heavy amount of traffic handled with the track facilities at hand. As indicated above, quite a number of trains are delayed in order to run other trains around and ahead of them, which is referred to under 'Miscellaneous.'

"To my mind the train delays due to 'Trains Ahead in Block,' as shown in Table 'C,' point out the necessity for the construction of an additional main track by the Rock Island Company from Joliet to Chicago.

"With reference to delays to trains caused by running others around and ahead of them, I was informed by Superintendent C. B. Pratt, that this practice had been stopped by the Rock Island Company, but the data submitted marked Exhibit 'B' indicates that as late as December 12, 1912, the practice was still followed. With respect to this feature of train delays to suburban trains it seems to me the Rock Island Company ought not to permit it."

The above and foregoing report contains much valuable information, and we believe will do much towards allaying criticism of delays to trains, as it presents in a manner that has never before been presented through this Commission at least, facts of great importance in relation to such delays.

From the above facts, it is evident that there is no occasion at this time for any order by this Commission.

The case is therefore stricken from the docket.

By order of the Commission this 26th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2040

Railroad and Warehouse Commission, ex rel  
Harvey J. Mourie, Complainant

v.

Cleveland, Cincinnati, Chicago & St. Louis Railway Company, Defendant  
*In re insufficient train service at Beaverville, Illinois*

The record herein shows that Beaverville is a town of about fifteen hundred population, located about seventy miles south of Chicago, and about sixteen miles south of Kankakee.

The record further shows that train No. 9 northbound, passes through Beaverville at 9:44 A.M., and is an accommodation passenger train; that train No. 59 northbound passes through Beaverville at 1:35 P.M., and is a local freight; that southbound train No. 2 passes through Beaverville at 6:57 A.M., and is an accommodation passenger, and that train No. 58 passes through Beaverville at 8:15 A.M., and is a local freight; both local freights carrying passengers.

The record further shows that train No. 16 passes through Beaverville at 11:26 A.M. and stops to discharge passengers from Chicago, and that train No. 34 passes through Beaverville at 11:20 P.M., and stops to discharge passengers from Kankakee and Chicago, and that on Sunday train No. 15 northbound stops on flag at Beaverville, and that train No. 16 southbound stops on flag at 11:26 A.M. and train No. 34 southbound stops on flag at 11:20 P.M.

The record further shows that there are electric cars running from Kankakee to Chicago every hour.

In view of the fact that trains Nos. 16 and 34 stop and discharge passengers from Chicago, this would make ample transportation out of Chicago to Beaverville. There is need, however, it would seem, for an additional train into Chicago early in the morning, and the time table filed herein shows train No. 43 passing through Beaverville northbound at 4:30 A. M., and we believe this train should stop at Beaverville. While it may be somewhat early in the morning, yet a large portion of the year it is not an inconvenient hour.

It is therefore ordered, adjudged and decreed by the Commission that beginning March 15, 1913, train No. 43, passing through Beaverville northbound, stop at Beaverville for the purpose of receiving and discharging passengers.

By order of the Commission this 28th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### No. 2022

Railroad and Warehouse Commission, ex rel  
Traffic Bureau Association of Illinois Central Coal Operators, Petitioner  
v.

Illinois Central Railroad Company, Defendant

*In re petition for an order directing the Illinois Central Railroad Company to furnish additional coal cars and other equipment for the transportation of coal*

The petitioner herein is a voluntary association of coal operators, operating mines and shipping therefrom on the St. Louis Division of the Illinois Central Railroad Company in the State of Illinois.

The petition shows that the Security Coal & Mining Company, Brilliant Coal Company, Majestic Coal & Coke Company, Davis Coal & Iron Company, Paradise Coal Company, Muddy Valley Coal Company are operating at or near DuQuoin, the Bald Eagle Mining Company at Winkle, the St. Louis & Coulterville Coal Company at Coulterville, the Borders Coal Company at Marissa, the Johnson Coal Company at Marissa, the Tirre Coal & Mining Company at Lenzburg, the Groom Coal Company and the Vulcan Coal & Mining Company at Belleville, Ill.; that all of these companies were operating their mines and shipping coal therefrom during the months of September and October, 1912.

The petition further shows that the Illinois Central Railroad Company is a common carrier, engaged in the transportation of freight and passengers, and as such is amenable and subject to the laws of the State of Illinois.

The petition further states that the several coal operators above mentioned have each and all of them during the said months of September and

October, made requisitions and demands upon the Illinois Central Railroad Company from day to day and from time to time for equipment and transportation facilities necessary and requisite for the transporting of the products of their several mines, and that the said Illinois Central Railroad Company, during the said months of September and October failed to furnish said operators and each of them, sufficient cars and equipment for the transportation of the product of their said mines, and continued from day to day and from month to month to fail to furnish such transportation contrary to the laws of the State of Illinois.

The petition further alleges that the Illinois Central Railroad Company has hitherto failed and neglected to equip itself with the necessary and adequate number of coal cars and other transportation facilities for the proper carrying out of its duty as a common carrier in the transportation of the products of the mines of the petitioners.

The petition further shows that the present transportation equipment of the Illinois Central Railroad Company is wholly inadequate and insufficient.

The prayer of the petition is that this Commission shall enter an order requiring the Illinois Central Railroad Company to provide itself with a sufficient and adequate number of coal cars and such other facilities for transportation as may be required for the regular shipment and transportation of the products of the mines of the petitioners and other coal operators in the State of Illinois, and that said Illinois Central Railroad Company be required to furnish such equipment to the petitioners from time to time as ordered and required by them.

To this petition the defendant road filed an answer in which it first denied the jurisdiction of the Commission to grant the prayer of the petition:

*Second*—States that the defendant is an interstate road doing business as an interstate carrier; that the majority of the coal handled by the respective parties interested as petitioners, is coal tendered the defendant for transportation to points beyond the State of Illinois, and therefore this Commission has no jurisdiction of the subject matter, but that the jurisdiction of the subject matter contained in the petition rests with the Interstate Commerce Commission of the United States.

*Third*—That the defendant road being an interstate carrier, is in duty bound to comply with the Interstate Commerce law, and the rules and regulations of the Interstate Commerce Commission; that under said law and the rules of said Commission, it is obliged to permit its cars to go beyond its own line, and thereby lose control of the same, and that in this way its coal car supply is depleted, and not because it has insufficient coal equipment to perform its duties as common carrier upon its own lines.

*Fourth*—That the coal mines mentioned are irregularly operated; that at some seasons of the year they are operated to their full capacity, while at other seasons they are not operated at all; that if such mines were operated regularly it would abrogate abnormal demand for coal cars at certain seasons of the year, and that the amount of coal cars owned and operated by the defendant, notwithstanding it is compelled to let them go beyond its own line, would abundantly supply the petitioners' mines for all reasonable purposes, and the answer avers and states the fact to be, that it has a sufficient number of cars to handle petitioners' business if the cars were used uniformly and in the manner in which cars are used in the transportation of other commodities.

*Fifth*—The answer further denies the fact that it has failed or refused to furnish transportation facilities, but on the contrary avers it has furnished a reasonable amount of cars, all circumstances in relation thereto being considered, and has moved such cars as have been loaded with reasonable dispatch, and therefore has done its full duty in the premises to the petitioners, and is not at fault and has not violated any of the laws of the State of Illinois.

The first question presented by this petition and answered by the defendant, is the jurisdiction or power of this Commission to make any order whatever in this case, therefore we shall consider that first.

Section 11 of the Act establishing this Commission, as amended, provides:

"Said commissioners shall examine into the conditions and management, and all other matters concerning the business of railroads \* \* \*."

Section 13 of the same Act provides:

"The property, books, records, accounts, papers and proceedings of all such railroad companies \* \* \* shall at all times during business hours, be subject to the examination and inspection of such commissioners, and they shall have power to examine, under oath or affirmation, any and all directors, officers, managers, agents and employees of any such railroad corporation \* \* \* concerning any matter relating to the condition and management of such business. The commissioners, or any of them, in the performance of their official duties, or any person specially delegated by the commission for that purpose, may enter and remain during business hours in the cars, offices, depots and upon the railroads or in vessels, or in or upon any of the instrumentalities used by common carriers in and about the transportation of persons or property between points wholly within the State of Illinois and may examine the books and affairs of such common carrier."

Section 20 of the same Act provides:

"Said Railroad and Warehouse Commission is hereby given jurisdiction over all common carriers within this State."

Section 21 of the same Act provides:

"The term 'common carrier' used in this Act includes all railroad corporations. \* \* \*"

Section 24 of the same Act provides:

"It shall be the duty of every common carrier subject to the provisions of this Act, to provide and furnish such transportation at reasonable rates upon an order made by the Railroad and Warehouse Commission, upon proper application and proper showing of the necessity therefor, upon a hearing before said Commission."

Section 30 of the same Act provides,

"The Commission shall have power and authority to inquire into the business management of all common carriers, their passenger and freight rates, distribution of cars, granting of sidings, location of passengers and freight stations, use of and compensation for cars owned or controlled by them, *the relations of such carriers to the public*; and of the public and public corporations to common carriers; the interrelation between such common carriers, in so far as any such subject so to be inquired into shall affect or have any bearing upon the transportation of persons or property between points wholly within the State of Illinois."

Section 31 of the same Act provides,

"The Commission are hereby empowered and authorized to hear and determine all questions arising under this Act, upon giving due notice to all persons, individuals or corporations interested therein, and to enter an order in relation thereto."

In view of the above statutes, placing upon them the ordinary construction placed upon statutes, the Commission believes it has jurisdiction of the general subject presented by the petition herein. Among the most important subject that have been recently presented to the Commission for its consideration, has been the proper distribution of coal and grain cars to the shippers of this State. This question of the proper distribution of cars has arisen naturally because there was not a sufficient supply of cars to meet the demand, for the shipment of coal and grain, and in some instances, other products, and while this Commission has given much attention to the manner in which cars should be equitably distributed, the whole matter could be very easily adjusted if the railroad companies had sufficient equipment to promptly transport the products of the State, as required.

That the defendant road herein was unable, and has been unable for months past to furnish a sufficient number of coal cars to meet the demands of the petitioners herein, is admitted, and the record in this and other similar cases clearly demonstrates the fact that there is not sufficient equipment owned or controlled by the common carriers of the State at this time, to promptly take care of the products of the State. This may be accounted for in several ways. Products have increased rapidly in amount in the last few years, and the demand for the same has also largely increased. That the demand for transportation facilities has increased more rapidly in the last few years than the railroad companies have increased their amount of equipment, is manifest, and the only satisfactory solution of the matter will be increased equipment.

It is possible that the improved methods of handling freight, which are now being adopted by the several railroad companies, will to a certain extent improve the situation, but that can only be a partial remedy.

That failure at times to move both coal and grain products of the country, causes great loss, fully appears from the record made before this Commission in numerous cases, and the subject is of such importance that the Commission has taken especial interest and used all the power at its command to assist both the shipper and the carrier to co-operate with a view of bringing about the best possible results.

It is manifest from the record in this case, that the petitioners have been and are in great need of additional cars from time to time to properly handle their product, and nothing should be left undone that will improve the situation. We believe it is equally true that the defendant road is anxious to furnish such additional equipment; this is made plain by the fact that the petitioner offered in evidence a transcript of the proceedings of a meeting of the stockholders of the Illinois Central Railroad Company, wherein the stockholders by unanimous vote, passed a resolution in favor of the purchase of six thousand coal cars, two thousand five hundred of which purchase were under contract at the time, and three thousand five hundred more have been ordered, and in addition to this three thousand box cars have been ordered, making a total of nine thousand cars ordered within the last year.

In the petitioners brief, they request the Commission to make two orders:

*First*—That the defendant carrier may be directed to provide itself with coal cars and such facilities of transportation as may be necessary and adequate for the regular shipment and transportation of the product of the mines of the petitioners, and that the defendant road forthwith carry into effect the resolution of the stockholders passed at their meeting of October 16, 1912, and to order not less than six thousand additional cars.

*Second*—That the defendant road be ordered to provide and furnish to the petitioners a sufficient number of cars for the shipment and transportation of the product of their mines in response to the demands of said operators and in accordance with their transportation necessities, and this second request for an order concludes as follows:

"this order to be subject, however, to the rules and regulations of the Interstate Commerce Commission under the provisions of the Act to Regulate Commerce, and so as not to interfere with interstate commerce."

These requests present the two vital questions involved in this proceeding:

*First*—Has the Commission power and authority to directly order a railroad company to purchase additional equipment sufficient to furnish the persons demanding equipment for transportation?

Upon this question we find considerable conflict of authority. In the case of the Southern Railway Company v. Commonwealth, 107 Virginia, 771, the Supreme Court of that state held that a rule made by a railroad and warehouse commission, putting a penalty upon a railroad company for a failure to furnish within four days after demand, cars needed for shipment, an unlawful interference with interstate commerce, and especially

so when applied to a state of facts which would render it impossible for the railroad to comply with the rule without discrimination against other shippers. In the case of *H. & T. C. R. R. Co. v. Mayer*, 201 U. S., 321, the court says:

"An absolute requirement that a railroad engaged in interstate commerce, shall furnish a certain number of cars on a specified day to transport merchandise to another state, regardless of every other consideration except strikes and other public calamities, transcends the police power of the State and amounts to a burden upon interstate commerce." In the same opinion the court further says:

"While there is much to be said in favor of laws compelling railroads to furnish adequate facilities for the transportation of both freight and passengers, and to regulate the general subject of speed \* \* \* we think that an absolute requirement that a railroad shall furnish a certain number of cars at a specified day, regardless of every other consideration except strikes and other public calamities, transcends the police power of the State."

In discussing another phase of this same question, the Interstate Commerce Commission in opinion No. 2076, says:

"In *Missouri & Illinois Coal Co. v. I. C. R. R. Co.*, 22 I. C. C., 39, we considered a rule issued by the Illinois Central prohibiting the loading of its cars with coal to points on or reached via certain named railroads. This expedient was resorted to by the Illinois Central because so much of its equipment was loaded for points on other lines of railroad, and its inability to secure return of its cars.

"We there said:

"In following this procedure it was acting paternally and no doubt in good faith; it was attempting to cure in an emergency, a situation arising out of its own delinquency in the past, for if it had made proper conditions attaching to the return movement of its cars, no such condition would have arisen as made this embargo necessary. The Illinois Central sought to protect 'its own people,' but in contemplation of the law there is no such thing as local traffic which enjoys rights superior to through traffic. There can be no discrimination or preference in favor of the Illinois coal buyer as against the Missouri buyer, although one may be local to the Illinois Central and the other may be on the line of a connecting carrier."

In the same opinion on page 293, the Commission says:

"In *Interstate Commerce Commission v. I. C. R. R. Co.*, 215 U. S., 452, it was held that a railroad's car supply may be legally sufficient and yet not sufficient to meet the demands of shippers in unforeseen contingencies, fluctuations in the demand for transportation, or unavoidable absence of equipment off the line.

"If the carriers were to equip themselves with cars, motive power, tracks, and terminals so as to meet at any moment the maximum demand for transportation, the shipping public would be obliged to pay interest upon that investment, and for the maintenance of those facilities."

From a review of the cases in which the question presented herein, is involved, we find that a majority of the cases expressly hold that commissions have not power to order a common carrier to purchase equipment, neither do they have power to order a specific number of cars delivered in the ordinary course of business each day, while other cases hold that it depends upon the reasonableness or unreasonableness of the rule made by any Commission, as to whether or not it is lawful.

That this Commission has general direction within reasonable bounds, to make orders for the furnishing of equipment, we have no doubt, but when we come to consider the holdings of the Interstate Commerce Commission, which are familiar to all, it is manifest that it would be almost impossible to prepare an order that would be of any assistance in this proceeding, and at the same time be subject to all the rules and regulations

of the Interstate Commerce Commission, for the reason that it is so very difficult to determine the line of demarkation between intrastate and interstate shipments.

We have already noted herein that if there was sufficient equipment, the entire matter of distribution of cars would be easily disposed of; we have also noted that a large number of cars has been ordered by the defendant road, which will in a large measure, relieve the situation during the coming year, but there are some other matters which will further assist in bringing about a better condition.

Investigations of this Commission has confirmed our opinion that quite a large amount of the motive power of many of the railroad companies, is out of use or badly disabled, and we are also convinced that a large number of coal and box cars of many of the common carriers of this State are disabled and out of use. If the motive power of the railroad companies was put in order so that it could all be utilized in times of emergency, and if all the box and coal cars were put in proper condition for use in emergencies, it would materially aid in the relief prayed for in the petition herein.

In view of the record the Commission does not deem it necessary at this time to decide the question presented as to the power of this Commission to make a direct order for the purchase of equipment or an order directing the defendant road to procure any cars in addition to what the testimony in this case shows have already been ordered, and which the Commission believes, if furnished and placed in service, will in a very large measure relieve the situation; at least, it is as much equipment as any railroad company could be expected to acquire in a year's time, and from the testimony herein, this equipment should all be ready for service within the next eight months. The effort of the defendant road to meet the demands of the increased traffic is commended by this Commission, and believing that the defendant road has ordered such equipment in good faith, and as declared in the record herein, will place it in service within the time mentioned herein, we desist from making any order in relation thereto, but the Commission further believing that if the motive power and box and coal cars were placed in condition for service, it would add to the relief herein prayed for.

It is therefore ordered, adjudged and decreed by the Commission that the said defendant road proceed at once to place in proper condition for service, its disabled motive power, as well as its disabled box and coal cars, so that said defendant road may be ready to meet in a large measure, demands or emergencies, and that said defendant road within four months from this date, report to this Commission the condition of its motive power, and also the number of disabled box and coal cars, if any.

The Commission hereby retains jurisdiction of the respective parties and the subject matter of this proceeding, for the purpose of making any further order herein that occasion may require.

By order of the Commission this 28th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2017

Railroad and Warehouse Commission, ex rel  
United States Brewing Company of Chicago, Petitioner  
v.

Chicago & Northwestern Railway Company  
Illinois Central Railroad Company, Defendants

*In re increase in rate on shipments of beer, carloads, from plant of petitioner at Elston Avenue and Snow Street, Chicago, to its branch at Blue Island, Illinois*

The petitioner herein alleges that it ships beer in carload lots from its plant at Elston Avenue and Snow Street on the Chicago & Northwestern



Railway Company tracks to its branch at Blue Island on the Illinois Central tracks.

That prior to July 1, 1912, the charge for such shipments wholly within the State of Illinois, was one and one-half cents per hundred pounds, minimum 60,000 pounds.

That effective July 1, 1912, under Lowery's Tariff 21-C, the charge of one and one-half cents per hundred pounds was raised to two cents per hundred pounds, minimum 60,000 pounds.

The petitioner further states that the sole reason for the increase in the transportation charge of one-half cent per hundred pounds, or \$3 per car, is that the cars are routed over the Belt Railway.

The petitioner also states that the Chicago & Northwestern Railway Company and the Illinois Central Railroad Company are jointly interested in what is known as the St. Charles Air Line, which according to the allegations of the petitioner, affords a direct and satisfactory connection between the two railroads, and that prior to July 1, 1912, all interchange freight between points on the Chicago & Northwestern Railway and Blue Island were delivered to the Illinois Central Railroad Company via the St. Charles Air Line and not via the Belt Railway.

The petitioner further alleges that in addition to the increased charge for transportation, the petitioner's freight is delayed on an average of two days by reason of interchange of such freight over the Belt Railway instead of the St. Charles Air Line.

The respondent roads deny the principal allegations referred to in said petition, and the record shows that the charge made for the transportation of said shipments, is below the maximum tariff fixed by this Commission.

The record further shows that by general agreement between a committee of the shippers and a like committee from the railroad companies in Chicago, the Lowery tariff was submitted to the Commission for its approval, and permitted by the Commission to go into operation, and is now the controlling tariff governing switching in the city of Chicago and in the Chicago Switching District.

The record further shows that the St. Charles Air Line is a short piece of road running from the Illinois Central Railroad at Sixteenth Street to Clark Street and the river, and is owned by four railroad companies, each of said companies paying for the cars actually handled over it, and the expenses are paid according to the trackage used by the respective roads.

The record further shows that if this freight was moved over the St. Charles Air Line, under the Lowery Tariff the charge would be the same as it now is, because it would be a three-line haul.

The record further shows that it is practically impossible for the Illinois Central Railroad Company to handle this particular freight over the St. Charles Air Line, for the reasons given in the testimony.

From a preponderance of testimony, as introduced by the respective parties, it appears that the rate charged for the service rendered is not unreasonable, and that it is in keeping with the tariff under which the respective roads are now operating in the Switching District, and that the routing given said freight is at least as practical, if not more so, than any other route and while there seems to be some delay to said shipments, it is not, in our judgment, caused by the interchange over the Belt Railway as against going over the St. Charles Air Line, but is caused by the general congestion that appears to be almost universal in the Switching District of Chicago.

From the facts as they appear in the record, the Commission finds, the route taken is a practical one, under all the circumstances, as shown by the evidence, and therefore the prayer of the petition should be denied.

It is therefore denied.

By order of the Commission this 6th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2051

Railroad and Warehouse Commission, ex rel  
 Farmers' Illinois Grain Dealers Association  
 Illinois Grain Dealers' Association  
 Peoria Board of Trade  
 Cairo Board of Trade

Merchants Exchange of St. Louis, Complainants

v.

The Atchison, Topeka & Santa Fé Railway Company  
 Baltimore & Ohio Southwestern Railroad Company  
 Chicago & Alton Railroad Company, William Cameron, Agent  
 Chicago, Burlington & Quincy Railroad Company  
 Cleveland, Cincinnati, Chicago & St. Louis Railway Company  
 Chicago & Eastern Illinois Railroad Company  
 Chicago Great Western Railroad Company  
 Cincinnati, Hamilton & Dayton Railway Company  
 Chicago & Illinois Midland Railway Company  
 Chicago, Indianapolis & Southern Railroad Company  
 also known as  
 Chicago, Indiana & Southern Railroad Company  
 Chicago & Northwestern Railway Company  
 Chicago, Peoria & St. Louis Railroad Company  
 The Chicago, Rock Island & Pacific Railway Company  
 Elgin, Joliet & Eastern Railway Company  
 Illinois Central Railroad Company  
 Illinois Traction System  
 The Lake Erie & Western Railroad Company  
 The Minneapolis & St. Louis Railroad Company  
 Toledo, Peoria & Western Railway Company  
 The Toledo, St. Louis & Western Railroad Company  
 Vandalia Railroad Company  
 Wabash Railroad Company, W. H. Hosmer, Agent, Respondents

This is an application by the Farmers' Illinois Grain Dealers Association, Illinois Grain Dealers' Association, Peoria Board of Trade, Cairo Board of Trade and the Merchants Exchange of St. Louis, asking for the suspension of tariffs making an advance of one cent per hundred pounds on grain from all points in Illinois both intrastate and interstate, effective March 15, 1913; a complete list showing number and proper description of such tariffs and supplements thereto is attached to the petition herein filed, and a copy thereof has been served upon and delivered to each of the respondent roads mentioned herein.

This cause coming on for hearing before the Commission upon preliminary application for suspension of tariffs, and the respective parties being present and the Commission having jurisdiction of the parties and the subject matter thereof, and after hearing reasons for and against such suspension, and the Commission being fully advised in the premises, finds:

That before such advance rate of one cent per one hundred pounds on grain from all points in Illinois, both intrastate and interstate, becomes effective, the subject matter presented in said petition for suspension, should be fully investigated and heard by this Commission, and the Commission being fully advised:

It is therefore ordered, adjudged and decreed by the Commission that such rate set forth in said tariffs and supplements thereto, and each and every one of them, by each and every railroad company, as set forth in the petition in this case, a copy of which has been served upon the respective respondent roads, be and the same are hereby suspended until May 1, 1913, and the respective roads and each of them are hereby directed to postpone the effective date of said respective tariffs and supplements thereto until May 1, 1913, or until the further order of this Commission.

By order of the Commission this 6th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2042

Railroad and Warehouse Commission, ex rel  
Farmers Elevator Co. of Danforth, Complainant

v.

Illinois Central Railroad Company, Defendant

*In re distribution of grain cars*

The complainant herein, a corporation, charges that the defendant, the Illinois Central Railroad Company, which is a common carrier, is guilty of discrimination in that it has failed and refused to distribute grain cars properly, as required by the laws of the State of Illinois.

The record shows that in the village of Danforth there are two elevators; two firms engaged in buying and shipping grain. It is alleged by the complainant that it does a much larger business than its competitor, and that its elevator is much larger than the elevator of its competitor, and the complainant states that the defendant railroad company, in the distribution of its cars, when unable to supply all that are needed, distributes them equally between the complainant and its competitor, whereas it is insisted that the defendant railroad company should, when unable to supply the entire demand, distribute its cars to the respective parties according to the business done by each and according to the capacity of the respective elevators.

The question presented for the consideration of this Commission is the adoption of a rule by it for the distribution of grain cars by common carriers. The question being of such importance, the Commission set the case down for special hearing on February 11, 1913, and invited all of the interested parties, both common carriers and the several organizations especially interested, to appear before the Commission and present such facts as might seem to them proper, for the purpose of determining the proper rule for such car distribution.

At such meeting a large number of the common carriers were represented as well as the several organizations particularly interested, and many facts were presented to the Commission, as well as several plans for the distribution of cars.

Section 1 of the statute governing the distribution of grain cars, was passed in 1871, and reads as follows:

"That every railroad corporation, chartered by or organized under the laws of this State or doing business within the limits of the same, when desired by any person wishing to ship any grain over its road, shall receive and transport such grain in bulk, within a reasonable time, and load the same either upon its tracks, at its depot, or in any warehouse adjoining its track or side track, without distinction, discrimination or favor between one shipper and another, and without distinction or discrimination as to the manner in which such grain is offered to it for transportation, or as to the person, warehouse or place to whom or to which it may be consigned."

The Nebraska Statute points out a specific manner for the application for cars; the application must state the class of freight cars to be used, at what point on the line of railroad such cars are wanted, destination of such cars, and the book containing such applications shall be kept open for the purpose of inspection by the public. In section 1b, it will be noted that the Legislature assumed there would be at times, a scarcity of cars, therefore used this language:

"It shall be the duty of the railroad company to supply all the cars so applied for at such station or point on the line within a reasonable

time; if, however, there be such an unusual demand for cars that the railroad company cannot fill all applications within a reasonable time, it shall proportion the number of cars to each shipping point as nearly as it possibly can be done according to the amount of grain ready to be shipped from such points, without favoritism or to the prejudice of any town or shipping point."

Section 1c, with the same idea in view as above, uses the following language:

"Whenever there shall be such an unusual demand for cars that it shall be impossible for the railroad company to supply the same it shall fill all applications for cars proportioned to any given shipping point in the order requested, provided that individuals shipping their own grain or freight, and persons, corporations or associations owning, operating or controlling elevators or engaged in a general grain and shipping business, shall be entitled to cars proportioned according to the amount of grain each applicant has ready for immediate shipment at time of application."

Section 4337 of the North Dakota Statute, upon the subject of the distribution of cars, says:

"When any railroad company doing business in this State shall be unable from any reasonable cause to furnish cars at any railway station or side track in accordance with the demands made by all persons demanding cars at such station or side track for the shipment of freight in car load lots, such cars as are furnished shall be divided daily equally among the applicants in the order of their application until each shall have received one car, when the remainder shall be divided ratably among the several shippers in the proportion that the carload lots of freight offered by each bear to the entire number of carload lots of freight offered at such station or side track on that day: *Provided*, that every application made in good faith on an earlier day shall be filled before supplying any to any applicant of a succeeding day."

Section 2023 of the Minnesota Statute, upon the subject of distribution of cars, says:

"Whenever any railroad company shall be unable to furnish enough cars at any station or side track to supply all persons demanding them for the shipment of freight, such cars as the company can furnish shall be divided among the applicants equally until each shipper has received at least one car, after which the balance shall be divided ratably in proportion to the amount of daily receipts of grain or other freight to each shipper, or to the total amount of grain offered at such station or side track."

It will be noted that each of the three statutes last above mentioned, provides for the distribution of cars, not only for grain, but for all classes of freight, while the statute of Illinois is a specific one in relation to the distribution of grain cars for the purpose of carrying grain. It is a matter of common history that at the time of the passage of the Act by the Illinois Legislature, above referred to, practically all of the grain was being shipped from elevators along the lines of the respective railroad companies, and the farmer or individual grain dealer was unable to procure cars for the purpose of shipping his grain, and in view of that controversy, which became as extensive as the State itself, the Legislature passed the Act above referred to, and the purpose of it at the time, was to place the individual shipper upon an equality with the elevator owner. This is manifest from the language used, which is as follows:

"Shall receive and transport such grain in bulk, within a reasonable time, and load the same either upon its tracks, at its depot, or in any warehouse adjoining its track or side track, without distinction, discrimination or favor between one shipper and another."

In 1907 this Commission passing upon the question of distribution of cars in the case of Galesville Grain and Coal Company v. Wabash Railroad Company, among other things said:

"For the purpose of this case we assume that the rule which it (the respondent) has adopted is a reasonable and fair one."

The Commission in that opinion further said:

"As we have above said, for the purposes of this case we assume that the rule adopted by the respondent company is a just and fair one, but it is the duty of the company to carry out that rule in good faith and to treat all of its patrons justly and fairly where they are doing business under the same conditions."

The record in the case referred to, shows that the rule adopted by the respondent road was, the distribution of grain cars to all persons or firms equally, without any relation to the business done by the elevator owner or operator. The Commission, at that time, after investigating the matter, assumed that the rule was just and fair, and this rule has been adopted and followed by the present Commission, as the proper interpretation of the law.

The record in the case now before this Commission shows that a large majority of the common carriers throughout the State have adopted the rule of this Commission and have construed the statute to mean that distribution of cars should be made equally between persons, and while there was a variance of opinion both among the common carriers and the shippers as to the construction of the statute referred to, as well as the equity of the rule, yet a majority of both common carriers and shippers held to the view, that it was not only a proper construction of the statute, but that it was the most equitable rule that could be adopted and subject to less difficulties than any other plan proposed, and while the Commission has had large experience in the last two years in relation to the scarcity of grain cars, and the inability of the common carriers to furnish sufficient cars at times, the complaints have practically all been for want of cars, and not on account of the inequitable distribution of cars under the rule adopted.

It is not necessary at this time to go into the difficulties at any great length, which would arise under the adoption of any other rule suggested. It is sufficient to say that the facts presented at the hearing of this case, and the difficulties presented there, are a fair sample of the difficulties which both the shipper and the common carrier would encounter with the adoption of any new rule. It is only fair to say that this rule as well as any other, we believe at times under certain circumstances, does not work out entirely equitable, and that is equally true of any law or rule which is applied to a large business. This rule as adopted, is not entirely satisfactory to the Commission, but we have been unable, after very careful study, to find one that would not become more objectionable than this one. In view of the fact that it has been in force so long and has given fair satisfaction, we are not inclined to make any change at this time. The work that is being done by the various shipping associations, the common carriers and this Commission in relation to the subject of furnishing sufficient equipment, as well as the proper distribution of such equipment between shippers, in our judgment, will at an early day result in sufficient equipment being furnished to carry the products of the country, and that will do away with the need of any rule as to the distribution of cars between shippers, and in fact is the only remedy.

It is therefore ordered, adjudged and decreed by the Commission that the following rule for the distribution of grain cars be, and the same is hereby adopted:

"That every railroad corporation in this State chartered or doing business under the laws of this State, receiving an order from any person desiring or wishing to ship any grain over its road, shall furnish such cars, receive and transport such grain within a reasonable time, and shall permit the same to be loaded either upon its tracks, at its depot, or in any warehouse adjoining its track or side track, without distinction, discrimination or favor between one shipper and another, and when there is an order from more than one person or company at any one point from grain cars for the same day, and said railroad company shall be unable to furnish enough cars at any such station to supply all persons ordering them for the shipment of grain, such cars as said railroad company can furnish, shall be divided equally among the persons or companies applying therefor."

By order of the Commission this 14th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 1196

Railroad and Warehouse Commission, ex rel  
Rockford Manufacturers' & Shippers' Association, Petitioner

v.

Chicago & Eastern Illinois Railroad Company, et al., Defendants

*In re excessive rate charged on coal screenings from originating points to  
Rockford, Illinois*

The petition herein alleges that the defendant railroad companies have subjected the city of Rockford to undue prejudice and disadvantage, and have given preference and advantage to the cities of Chicago, Peoria, Moline, Rock Island and other points within the State of Illinois, by reason of the adjustment of rates on nut, pea and slack coal and coal screenings in carload lots from coal producing points from Central and Southern Illinois.

It further alleges that the rates herein complained of on nut, pea, and slack coal and coal screenings, maintained by these defendants from producing points in Central and Southern Illinois, are in and of themselves unjust and unreasonable.

It further alleges that the present rates published and exacted by the defendant railroad companies on nut, pea and slack coal and coal screenings in carloads from the coal producing points to the city of Rockford, are relatively and proportionately on a higher basis than the rates on nut, pea and slack coal and coal screenings in carloads established and maintained and charged by the defendant roads from the same points to Chicago, Peoria, Moline, Rock Island and other cities competing with the said city of Rockford.

Upon the hearing of this cause, and it was ably presented before the Commission from all viewpoints, the allegation in the petition that the rates are unjust and unreasonable, was not pressed, but the case was tried from the viewpoint of discrimination.

The Commission has examined the testimony in this case carefully and viewed it from the various positions from which it is presented; the Commission has also read with care and interest the briefs submitted by the respective parties, presenting their views in relation thereto, and the reading of the testimony and briefs of the respective parties, is sufficient to convince any one of the great importance of fixing freight rates in such a manner as to do absolute and equal justice to all parts of the State in every instance. The Chicago rate practically fixes the rate from Southern Illinois to all points in Illinois. The Commission, more than two years ago, upon an application by the railroad companies for an increase in freight rates on coal, went into a very exhaustive hearing, and after such hearing, upon the report of the auditors examining the books and determining the actual cost of carrying the coal, permitted the railroad companies which had applied for a 10-cent advance, to advance their rate 7 cents; at the same time the rates for all the territory in Illinois were fixed. It is evident from the testimony herein and the tariffs in force throughout the State, that the prayer of the petitioner, if allowed, would necessitate the re-arrangement of a large number of freight rates to other cities throughout Northern Illinois, and the Commission having given the matter very careful consideration and feeling that no manifest injustice is being done, is of the opinion that until there is a general revision of rates and tariffs, it would be unwise to undertake to change local rates. Business has settled down to the present rates, and as a rule the different localities are satisfied. The time is possibly not far distant when a general hearing upon this subject will be necessary, and a general revision of tariffs, distances and rates, but until such a hearing is had, the Commission feels that it would be unwise to disturb present

conditions, unless they were so manifestly prejudicial or discriminative, that the Commission would be compelled to take some action.

Therefore the prayer of the petition must be denied.

By order of the Commission this 25th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2048

Railroad and Warehouse Commission, ex rel  
Wenona Coal Company, Complainant

v.

Chicago & Alton Railroad Company  
Illinois Central Railroad Company, Defendants

*Application for track connection at Wenona, Illinois*

The prayer of the petition herein is for a physical connection of the tracks of the Illinois Central Railroad Company to and with the tracks of the Chicago & Alton Railroad Company, for the purpose of switching cars from the mine of the complainant herein.

And the Commission having viewed the premises and heard the testimony herein, and being fully advised in the premises, and by an agreement of the respective parties.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition herein for such track connection be, and the same is hereby granted.

It is further ordered that said connection be made at the sole expense of the Wenona Coal Company without prejudice to the property rights of the Illinois Central Railroad Company, which connection is fully shown on blue print filed herein, and referred to for certainty in relation to such connection.

It is further ordered by the Commission that the respective railroad companies adjust the operating rights between themselves in such a manner as to be equitable and just between all parties in interest, and the said Wenona Coal Company is hereby authorized to proceed to make said connection according to the prayer of the petition and the plat filed herein.

The Commission hereby retains jurisdiction of the subject matter and the respective parties hereto for the purpose of settling the operating conditions if the respective parties fail to agree thereon, and for the purpose of making any further order which may become necessary in relation hereto.

By order of the Commission this 27th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 1127

Railroad and Warehouse Commission, ex rel  
The Commercial Club of East St. Louis, Illinois

v.

Chicago & Alton Railroad

The complaint in this case alleges that the Chicago & Alton Railroad Company is a corporation of the State of Illinois with a line of road running from Chicago to East St. Louis, Ill., and to St. Louis, Mo.; that it runs four passenger trains a day each way from Chicago to and from St. Louis, Mo., all of which trains go over the Merchants' Bridge and that none of them pass through the city of East St. Louis.

The petition alleges that the Chicago & Alton Railroad should be ordered by this Commission to operate for the convenience, use and accommodation

of the people of East St. Louis at least two of the aforesaid four trains to run through and by the way of East St. Louis instead of over the aforesaid Merchants' Bridge. The answer of the Chicago & Alton alleges adequate connection with some of its through trains from East St. Louis, and also questions the authority of the Commission in this case to make an order such as is requested by the petitioner herein, it being an interference with Interstate Commerce.

The said East St. Louis is a city located on the Illinois side of the Merchants' Bridge, east of the city of St. Louis, Mo. and has a population of 60,000, is a large manufacturing and commercial city, growing in population largely annually, and the question presented for consideration and determination by this Commission is—does the respondent road furnish adequate and sufficient train service for the people of East St. Louis.

That these through trains are engaged in interstate commerce cannot be questioned but it does not necessarily follow that for that reason alone this Commission can not act concerning them. In *Atlantic Coast Line v. Wharton*, 207 U. S., 328 the court said: "That any exercise of state authority, in whatever form manifested, which directly regulates interstate commerce, is repugnant to the commerce clause of the Constitution is obvious." But it is well established that a state may in the absence of legislation by Congress in the exercise of its police power place regulations upon interstate commerce, if done in good faith, for the protection, safety, comfort and convenience of the people which are not in themselves in any real just sense an obstruction to or in conflict with the substantial rights of those engaged in such commerce. *Western Union Tel. Co. v. Kansas*, 216 U. S., 126.

Among the objects to be attained by the creation of the Railroad and Warehouse Commission, and in giving to it a supervisory and administrative power over the maintenance, management and operation of railroads, is to protect the lives and health of the traveling public, to guard against discrimination and oppression, and generally to promote the efficiency of railroad companies in the discharge of their duties to the State and the people (*People v. Chicago, Etc. R. Co.*, 223 Ill., 581). The Commission acts as one of the agencies of the State (*Chi. & So. Trac. Co. v. I. C. Ry.*, 246 Ill., 146) and we have previously held that authority we exercise is one of police regulation and that we have power to regulate train service. *Jacksonville, Louisville & St. L. v. Wabash Ry.* (Oct. 23d. 1891); *Benton, Citizens of v. St. L. A. & Terre Haute Ry.* (1894); *Annis, Frank M. v. Ill., Ia. & Minn. Ry.* (April 1, 1908). And it seems not improper to remark here, that when a railroad company lays down its track, it does so as a public agency by virtue of a franchise derived from the State, and which it holds for the public benefit, and subject to such future regulations and burdens, police and otherwise, as may, in the proper care for the public interest, be imposed from the same source. *Tamora & Mt. Vernon Ry. v. Louisville & Nashville Ry. and Southeast & St. L. Ry.* (June 21, 1892).

But there is a limit beyond which a state, in the exercise of its police power over interstate commerce cannot go. In the case of the *Big Four v. Illinois*, 177 U. S., 514, the Supreme Court held a statute of the State of Illinois requiring all regular passenger trains to stop at county seats was an unjustifiable interference with interstate commerce in so far as it affected a through train between St. Louis and New York City, the *Big Four* having furnished other and sufficiently adequate means to accommodate travel. Other decisions are discussed and the case is well worth quoting in part. The court said:

"Several Acts in *pari materia* with the one under consideration have been before this court, and have been approved or disapproved as they have seemed reasonable or unreasonable, or bore more or less heavily upon the power of railways to regulate their trains in the respective and sometimes conflicting interests of local and through traffic. In the earliest of these cases, *Illinois Central Railroad v. Illinois*, 163 U. S., 142, the very statute of Illinois under consideration in this case, as construed and applied by the Supreme Court of that State, was held to be an unreasonable restriction upon interstate traffic, in requiring a fast mail train from Chicago to places south of the Ohio River, over an inter-



state highway established by authority of Congress, to delay the transportation of its interstate passengers and United States mail, by turning aside from its direct route and running to a station (Cairo) three and one-half miles away from a point on that route, and back again to the same point, before proceeding on its way; and to do this for the purpose of discharging and receiving passengers at that station, for whom the railroad company furnished other and ample accommodation. Said Mr. Justice Gray: 'The State may doubtless compel the railroad company to perform the duty imposed by its charter of carrying passengers and goods between its termini within the State. But so long, at least, as that duty is adequately performed by the company, the State cannot, under the guise of compelling its performance, interfere with the performance of paramount duties to which the company has been subjected by the Constitution and laws of the United States.'

"Upon the contrary, in *Gladson v. Minnesota*, 166 U. S., 427, a state statute requiring every railroad to stop all its regular passenger trains running wholly within the state at its stations in all county seats long enough to take on and discharge passengers with safety, was held to be a reasonable exercise of the police power of the state, even as applied to a train connecting with a train of the same company running into another state, and carrying some interstate passengers as well as the mail. The case was distinguished from that of the *Illinois Central Railroad v. Illinois*, in the fact that the train in question ran wholly within the State of Minnesota, and could have stopped at the county seats without deviating from its course; and that the statute of Minnesota expressly provided that the Act should not apply to through trains entering the State from any other state, or to transcontinental trains of any railroad. \* \* \*

"In the most recent case upon this subject, *Lake Shore & Michigan Southern Railway v. Ohio*, 173 U. S., 285, a statute of Ohio providing that every railroad company should cause three of its regular trains carrying passengers, if so many are run daily, Sunday excepted, to stop at a station, city or village containing over three thousand inhabitants, for a time sufficient to receive and let off passengers, was held to be, in the absence of legislation by Congress upon the subject, consistent with the Constitution of the United States, when applied to trains engaged in interstate commerce through the State of Ohio. In delivering the opinion of the court, Mr. Justice Harlan observed: 'The statute does not stand in the way of the railroad company running as many trains as it may choose between Chicago and Buffalo without stopping at intermediate points, or only at very large cities on the route, if in the contingency named in the statute the required number of trains stop at each place containing three thousand inhabitants long enough to receive and let off passengers. \* \* \*'

The court held the Ohio case clearly distinguishable from the absolute requirement of the Illinois statute and continuing said:

"The demurrer to the answer admits the railway company furnishes a sufficient number of regular passenger trains, \* \* \*."

"It is evident that the power attempted to be exercised under this statute would operate as a serious restriction upon the speed of trains engaged in interstate traffic, \* \* \*."

"While as we held in the *Lake Shore* case, railways are bound to provide primarily and adequately for the accommodation of those to whom they are directly tributary, and who not only have granted to them their franchise but who may have contributed largely to the construction of the road, they are bound to do no more than this, and may then provide special facilities for the accommodation of through traffic. We are not obliged to shut our eyes to the fact that competition among railways for through passenger traffic has become very spirited, and we think they have a right to demand that they shall not be unnecessarily hampered in their efforts to obtain a share of such traffic. \* \* \*

The great efforts of modern engineering have been directed to combining safety with the greatest possible speed in transportation, both by land and water. The public demands this; the railway and steamship companies are anxious in their own interests to furnish it, and local legislation ought not to stand in the way of it."

In the case of *Mississippi R. R. Com. v. Illinois Cent. R. R.*, 203 U. S., 335, the railroad commission of Mississippi had ordered through trains from Chicago to New Orleans to stop at Magnolia, a town of twelve hundred inhabitants. The court said, after reviewing the previous cases:

"Upon the principles decided in these cases, a state railroad commission has the right, under a state statute, so far as railroads are concerned, to compel a company to stop its trains under the circumstances already referred to, and it may order the stoppage of such trains if the company does not otherwise furnish proper and adequate accommodation to a particular locality, and in such cases the order may embrace a through interstate train actually running and compel it to stop at a locality named. In such case, in the absence of congressional legislation covering the subject, there is no illegal or improper interference with the interstate commerce right; but if the company has furnished all such proper and reasonable accommodation to the locality as fairly may be demanded, taking into consideration \* \* \* the amount and character of the business done, then any interference with the company (either directly by statute, or by a railroad commission acting under authority of a statute) by causing its interstate trains to stop at a particular locality in the State, is an improper and illegal interference with the rights of the railroad company, and a violation of the commerce clause of the Constitution. \* \* \* Whether there has or has not been such an interference is a question of law arising from the facts."

In the *Atlantic Coast Line v. Wharton*, supra, the court said:

"The term 'adequate or reasonable facilities' is not in its nature capable of exact definition. It is a relative expression, and has to be considered as calling for such facilities as might be fairly demanded, regard being had, among other things, to the size of the place, the extent of the demand for transportation, the cost of furnishing the additional accommodations asked for, and to all other facts which would have a bearing upon the question of convenience and cost."

The court held that upon a question of stopping through interstate trains the Commission should consider, if such an order would result in fast trains being unable to make schedule time, \* \* \* a consequent loss of patronage and in the end the withdrawal of such trains because of inability to pay expenses.

In *People of the Villages of Hinckley, Waterman and Shabbona v. C. B. & Q. Ry.* (June 16, 1910), the Commission said:

"Without determining at this time the question as to interstate trains the Commission has very grave doubts in their minds whether or not they could make an order that would be binding upon this interstate mail train. At least they would not be justified in doing so unless it appeared to be almost an absolute necessity to furnish these particular localities with reasonable service. The demand today is for the very highest grade of service. We want that for our own convenience and are entitled to the best service possible, yet in determining all these matters the question of fast through trains becomes very important."

In that case the villages sought to have a westbound train stop. The evidence showed that ten or fifteen other towns along the line would like also to be served by these trains \* \* \* that the villages were fairly well served as it was \* \* \* and while some inconvenience arose because of the failure of this train to stop—greater inconvenience would have arisen to have had these trains stop at these particular places and therefore the prayer of the petition was denied.

It should also be kept in mind that in consideration of the rights and privileges conferred on roads by the State they are bound to provide the most ample accommodations for the public, and discharge every duty im-

posed upon them with fidelity and dispatch. *Benton Citizens of v. St. L. & A. Terre Haute R. R.*, *supra*, and also that if the business of the whole line is sufficiently remunerative the Commission will order additional train service, where required, though a particular train or branch may operate at a loss. *Montelius, John A. v. T. P. & W. Ry.* (Oct. 19, 1909). In *Atlantic Coast Line v. N. Car. Corpt. Com'n.*, 206 U. S., 1, it was held that a Commission had power and under the circumstances it was reasonable to require connections with through trains \* \* \* to require a road to put on an extra train for accommodating the demands and needs of the public though the expense of operating such extra train nearly doubled the receipts, the court saying: as the primal duty of a carrier is to furnish adequate facilities to the public, that duty may well be compelled, although by doing so as an incident some pecuniary loss from rendering such service may result." See also *State v. Railroad Commission* (Wash.) 110, P. 1075.

Can this Commission in view of the foregoing grant the specific request of the people of East St. Louis?

The evidence in the case is not at all full but what there is all goes to show that trains running through East St. Louis must go over the Eads Bridge and pass through the tunnel, which filled with smoke, gases and dust as it must necessarily be, under present conditions, results not only in actual damage to the cars but to great inconvenience and discomfort to the traveling public; that competition between the different through routes from St. Louis to Chicago is keen; that the roads from St. Louis to Chicago are running a majority of their through trains over the Merchants Bridge; that running over Eads Bridge and through the switching district of East St. Louis will cause a delay of seven or eight minutes; and the evidence offered disclosed that only three persons a day out of East St. Louis would be passengers clear through to Chicago, though the Commission believes in view of the size of the place it is highly probable that were through facilities afforded considerable more than three would take advantage of them.

In view of these facts the Commission believes it is without power to reroute the trains of the Alton. To do so would directly concern interstate commerce and we believe would be held an unreasonable exercise of power. It must be remembered that we are not asked to simply stop an interstate train, but to reroute one. In the case of *People v. Chicago, Etc., R. Co.*, *supra*, our Supreme Court in upholding the right of the Railroad and Warehouse Commission of this State to require roads doing interstate business to make reports said: "This law . . . . . does not direct when or how its trains shall be run . . . . .," implying that had it been such a law the court might not have upheld it. For a discussion of the whole subject see *Missouri, K. & T. Ry. Co. v. Town of Norfolk, et al.*, 25 Okla., 325-29, L. R. A. (N. S.) 159.

Furthermore, how can this Commission, regardless of the question of interstate commerce, order a railway to reroute certain trains? The people are entitled to reasonable service; that service may include through trains, and if absolutely necessary to furnish that service this Commission might prescribe what kind of and the time of trains a road must run, but it is very questionable if it could order a road to reroute its trains. In *Maquon, Citizens of v. C. B. & Q. Ry.*, (April 12, 1911), the Commission said:

"The only question that this Commission can determine under the law, is not what particular trains, nor at what particular hour the trains stop at the several stations along the line of road, but for the people of that particular locality to have reasonable train service, everything considered."

The situation of East St. Louis is exceedingly unfortunate at the present time as regards railway accommodation. It is to be hoped that other means will soon be furnished railroads, which could easily go through East St. Louis, and no doubt would like to do so if some way of crossing the river otherwise than by the Eads Bridge were provided, and we also hope that the roads will unite on a union depot at East St. Louis.

But, however that may be, the Commission is of the opinion that the Chicago & Alton Railroad is not furnishing East St. Louis all the facilities

for through travel that it should. True, there was evidence of a connection at Godfrey, but there was also evidence of a considerable wait for the through trains. There are not enough connections, neither are they properly scheduled to accommodate the people of East St. Louis. It is not the office of this Commission at this time to prescribe the kind of trains the Chicago & Alton shall run, but we do say—East St. Louis has not adequate railroad service, that it is the duty of the Chicago & Alton R. R. Company to furnish additional service.

Without at this time determining exactly the additional service that shall be furnished, the Commission finds that one of the greatest needs of the city of East St. Louis is that the through trains from Chicago on the Chicago & Alton Railroad should stop at East St. Louis. We believe that there should be a car or some provision made so that through passengers could be delivered at the relay station from the early incoming morning trains. It is further noticeable from the record—that there is no opportunity to leave East St. Louis northward on this road—to Chicago and other points—at night; therefore, an additional service should be provided so that passengers could leave the relay depot, either aboard the through trains to Chicago and northward, or could leave the relay depot and make prompt connections with through trains at Granite City.

Without further suggestions at this time, it is hereby ordered, adjudged and decreed by the Commission that the Chicago & Alton Railroad Company shall furnish additional through facilities to and from the city of East St. Louis, and that within thirty (30) days from this date the Chicago & Alton Railroad Company shall submit to this Commission for its examination and approval the proposed schedule of additional service to be rendered by them.

The Commission retains full and complete jurisdiction of the subject for the purpose of making any further order in relation to the subject matter of this proceeding.

Dated this 27th day of March, 1913, at Springfield, Ill.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2055

Railroad and Warehouse Commission, ex rel  
Lumaghi Coal Company, et al, Petitioners

v.

Baltimore & Ohio Southwestern Railroad Company, et al, Defendants

*In re suspension of tariff showing 5 1-2 cents advance on coal*

This is a petition for suspension of certain tariffs advancing the rate on coal, published by the several defendant roads herein.

Sections 4, 6 and 7 of the petition filed in this case read as follows:

"That for some years past the rate per ton of 2,000 pounds on coal shipped from the several mines in said 'Group No. 2' over the said several lines of defendant carriers has been 32c to East St. Louis and 52c to St. Louis, Mo., as will more fully appear from 'Tariff I. C. C. No. D-68, canceling No. D-63, and all supplements thereto, issued October 24, 1912, and effective December 1, 1912,' issued by William Cameron, Agent, and also designated as 'Local and Joint Freight Tariff No. 100-F,' and on file with this Commission."

"That on December 4, 1912, the said William Cameron, as agent, issued 'Supplement 3 to I. C. C. No. D-68,' in accordance with the decision of the Interstate Commerce Commission in Investigation and Suspension Docket No. 185."

"That on January 25, 1913, effective April 1, 1913, the said William Cameron, Agent, duly issued Supplement No. 5, to said I. C. C. No. D-68, annulling Supplement No. 4, Supplements Nos. 3 and 5, containing all changes from original tariff."

Paragraph 9 of said petition further states:

"These complainants maintain that the said advance and proposed rates in Supplement No. 5, so far as they apply to 'Group 2,' are unjustified and unreasonable and prejudicial to these complainants and in contravention of the statutes of the State of Illinois, especially sections 1 and 4 thereof."

The petition concludes as follows:

"Your complainants therefore pray that an investigation may be had in this behalf by and under the direction of this Commission; that pending the same the said proposed advanced rates may be suspended, and that upon final hearing this Commission may permanently suspend such proposed rates."

And the Commission having heard preliminary statements of the respective parties in relation thereto, and it further appearing to the Commission that the Interstate Commerce Commission, by an order issued March 22, 1913, has suspended such tariffs so far as interstate traffic is concerned, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that the tariffs hereinabove described in paragraph 7, dated January 25, 1913, and effective April 1, 1913, be and the same is hereby suspended until July 30, 1913.

By order of the Commission this 27th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2043

Railroad and Warehouse Commission, ex rel  
Frank Sykes, Complainant  
vs.

Wabash Railroad Company, Defendant

*In re insufficient depot facilities at Hadley, Illinois*

Hadley is a village with a population of twenty-three people and is located within a half mile of the center of the township. The first station east of Hadley is Baylis, four miles distant; the first station west of Hadley is Barry, about the same distance; Eldara, an inland town, is about seven miles south of Hadley, and is about nine miles from Barry; Beverly is about two or three miles north of Hadley and Chestline is about twelve miles north of Hadley—both are inland towns. Chestline is about twelve miles from Camp Point, which is on the Chicago, Burlington & Quincy Railroad. The surrounding country is well settled, a good farming country, and generally level. Some of these towns are nearer Hadley than either Baylis or Barry, and with proper accommodations at Hadley, considerable business from these places would no doubt go to Hadley.

Hadley has one general store and six dwellings. There is no freight or passenger depot located there and no tickets are sold at Hadley; persons wishing to go either direction must pay a cash fare to the first junction. Freight cars are left on and picked up from a siding; during the past year more than seventy-six cars of freight were shipped from Hadley; the record does not show the quantity of incoming freight, but shows there was some incoming freight.

The record shows that in 1902 the ticket sales at Hadley amounted to \$1,169.61; in 1903, \$1,421.66, and in 1904 up and including September, \$825.61. The record further shows that the business has probably increased since those dates.

The record further shows, as stated above, that seventy-six carloads of freight were weighed and sent out, also several carloads which were not weighed, in 1912. From a letter written by Mr. Henry Miller, General Manager of the Wabash Railroad Company, dated December 11, 1912, it

appears that the receipts from incoming passenger service at Hadley for one year up to and including October, 1912, amounted to \$901.92, and the outgoing revenue for same period amounted to \$605.78. Inasmuch as no tickets could be purchased at Hadley, and many cash fares were probably paid to junctions and then tickets purchased by passengers at such junctions, these figures would not represent the actual outgoing business done at Hadley during that period of time.

The general store is located from ninety to one hundred feet from the point where the trains stop to receive and discharge passengers, and the claim is made that passengers may wait, at the store. The record shows that some of the trains must be flagged, so that persons desiring to take such trains must watch for the train and be there to flag it, and during cold or wet weather, such passengers have no protection from the weather. The same would be true of passengers desiring to take trains at times when the store would be closed, such as Sundays and nights.

One of the most difficult problems to solve, is the one presented in this proceeding, namely, just what should the income be and what conditions exist, to justify the Commission in directing a depot built at a station, with the necessary accommodations for the public. It occurs to us that if a railroad company puts in a side track, and makes a particular place a stopping place for the purpose of receiving and discharging passengers, and for the receiving and discharging of freight, that it should furnish reasonable accommodations for the persons with whom it expects to transact business at such a place. While Hadley is a small village, the record does show a large amount of business done there, everything considered. The several small inland towns which are nearer to Hadley than to other stations mentioned, on the defendant road, probably contribute to this income. While the income and conditions would not justify an expensive outlay for a depot, it appears that if eight or ten years ago the sale of tickets, even when sold in the store, amounted to \$1,400 per year, and that in 1912, without any place whatever for the sale of tickets, when only the local amount could be counted, the outgoing revenue amounted to \$605.78 and the incoming revenue amounted to \$901.92, to say nothing about the freight in and out, which according to the record, was considerable, the Commission would be justified in directing that better facilities be furnished at Hadley, and the Commission believes that sufficient accommodation can be supplied to satisfy the people at Hadley, and at the same time very materially increases the income so as to justify the necessary expenditure. It is rather remarkable the amount of business that is transacted at Hadley with no facilities whatever.

It is therefore ordered, adjudged and decreed by the Commission that the defendant road proceed to furnish suitable accommodations for the protection and convenience of the citizens of Hadley and that vicinity, and that the defendant road submit to this Commission within thirty days from the date of this order, plans for such accommodations and convenience, for its examination and approval.

By order of the Commission this 1st day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2046

Railroad and Warehouse Commission, ex rel  
Utica Elevator Company, Petitioner

v.

Chicago, Rock Island & Pacific Railway Company  
Chicago, Ottawa & Peoria Railway Company, Defendants

*In re application for switch connection and switching facilities at  
Utica, Illinois*

The petitioner, the Utica Elevator Company of Utica, Ill., is a corporation duly organized under the laws of the State of Illinois for the buying

and selling of grain, coal, salt and other commodities, and shipping the same from said village of Utica. The application herein is for a switch connection and switching facilities by the petitioner with the Chicago, Rock Island & Pacific Railway Company and the Chicago, Ottawa & Peoria Railway Company, at Utica, Ill., for the use of the said Utica Elevator Company in making the shipments herein referred to.

And it appearing from the record that the Chicago, Ottawa & Peoria Railway Company and the Chicago, Rock Island & Pacific Railway Company, and each of them are agreeable to such connection, and have submitted plans therefor, which plans have been examined by this Commission and deemed suitable and proper for such connection, and having been submitted by this Commission to its Consulting Engineer and approved by him.

It is therefore ordered, adjudged and decreed by the Commission that such connection be made according to the said plans, and that the prayer of the petition be and the same is hereby granted.

By order of the Commission this 21st day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2047

Railroad and Warehouse Commission, ex rel  
George Saur, Petitioner

v.

Adams Express Company, et al., Defendants

*Application for extension of free delivery express limits at Peoria, Illinois*

The petition herein alleges that the defendants are now delivering express handled by them to persons living within a short distance of their several offices in the city of Peoria, but are requiring persons in the city of Peoria, living at a greater distance from the several offices, to go to the said offices to receive their express matter and are refusing to deliver express to said latter persons at their residences or places of business, which addresses are shown or indicated upon said express matter.

The petitioner therefore prays that the defendants be required to deliver all express matter handled by them consigned to persons living in the city of Peoria, at the proper residences or places of business of the consignees of such express matter.

Upon the hearing, however, the petitioner confined himself to delivery in the sixth, seventh and eighth wards in the city of Peoria, and did not present any testimony as to why the territory should be extended to the city limits.

Just what territory in a city should be "pick up and delivery" territory for an express company, is a difficult problem many times to determine. The fact that express companies are doing business in a city does not of itself prove that the "pick up and delivery" territory should be extended to the city limits, nor to any particular part of the city. This Commission in the first case of this character that it heard and rendered an opinion in, among other things said:

"That when an application is made for free express delivery and to fix a territory therefor, that upon a hearing such testimony should be introduced as would satisfy the Commission that the situation at that particular place warranted a free delivery system. The Commission in determining applications of this kind should and does take into consideration various elements, such as convenience to the public, the duty of the common carrier to the public, the relative quantity of traffic involved, the relative cost of the service rendered and whether or not the same would be profitable or unprofitable to the company."

The claims made by petitioner that the defendants pick up and deliver express very near to his residence or place of business and do not serve him in the same way, could be stated probably by some person or persons in every city, village or town where express is delivered. In view of the conditions in every city there must be a limit to this service, and the persons outside of that limit can justly make the same statement as made by petitioner herein, and frequently with some considerable merit as in this case. But there are many elements which must necessarily enter into a matter of this kind, and in passing upon it the Commission must consider all of the various questions presented.

The evidence in this case shows and is not contradicted, that for the entire territory outside of the present delivery limits for the month of January, 1913, the Adams Express Company had only 133 packages, with earnings of \$72.56, and within the sixth, seventh and eighth wards 84 packages, earnings \$46.25.

The evidence further shows that the Wells Fargo & Company for the six months ending January 1, 1913, for the entire territory outside of the present limits, had 713 packages, earnings \$380.81, with an average per month of 119 packages, earnings \$63.70. It is also noted that this period covers the month of December, which is the largest month in receipts of any month in the year. Within the sixth, seventh and eighth wards the Wells Fargo & Company had, for same period 427 packages, earnings \$248.27.

In the month of September, 1912, the American Express Company, including the National Express Company, had for the entire territory outside of the present limits 259 packages, earnings \$110.75; within parts of the sixth, seventh and eighth wards 143 packages, earning \$62.49.

The evidence also shows that for the entire territory outside of the present delivery limits, all express companies had for an average month 743 packages, earnings \$377.17, and for the sixth, seventh and eighth wards 366 packages, earnings \$179.60.

It is evident from these figures that the business outside of the present limits of the city of Peoria was not a profitable business for the express companies.

It is also shown by the testimony that during the spring and summer of 1912, at the request of the Commercial Club of the city of Peoria, which represents the business men and public generally of any city, and particularly is this true in Peoria, the express companies took up with a committee of the club appointed for that purpose, the pickup and delivery service of the city of Peoria, and after a careful examination of the pickup and delivery territory, said territory was extended to a considerable degree, and the present territory agreed upon.

There is also in the record testimony showing that the present pickup and delivery territory reaches practically all of the business part of the city of Peoria, and the present territory having been in operation less than one year, under this record as it is presented, while there is some considerable merit in the application for an extension of the pickup and delivery territory, yet everything considered and especially in view of the fact that the express companies and the Commercial Club of Peoria agreed upon certain territory in 1912, which was at that time a considerable extension, the Commission feels it should not be disturbed in a few months after being put into operation. From the record taken as a whole the Commission is of the opinion that the defendant companies are rendering reasonable pickup and delivery service in Peoria, therefore the prayer of the petition must be denied.

By order of the Commission this 21st day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.



No. 1138

Railroad and Warehouse Commission, ex rel  
Citizens of Flora, Complainants

v.

United States Express Company, Defendant

*In re application for express delivery service, and fixing of district for such delivery, at Flora, Illinois*

In the above entitled cause this Commission entered an order on May 2, 1912, directing free pickup and delivery of express by said express company in certain territory mentioned in said order filed herein on May 11, 1912.

In said order said express company was directed to pick up all express both interstate and intrastate. From such order of this Commission the defendant, the express company appealed to the Circuit Court of Sangamon County, where said cause was heard and the said Circuit Court of Sangamon County after hearing said cause, held that the Commission had jurisdiction to order pickup and delivery of intrastate express only, but as to the interstate express, such decree was set aside.

Whereupon said cause was placed upon the docket of this Commission for further hearing and order. Now on this day comes the United States Express Company and states as follows:

"The express situation has changed somewhat in Flora since the original hearing in this matter. We believe it would be proper, and therefore are willing to furnish a delivery service for all shipments, both State and interstate, to that portion of Flora within the lines of x's as shown on the accompanying diagram. This seems to us to embrace all of the city which has anything like enough business to warrant this additional service on the part of the express company and with the exception of a very few persons who are outside of these limits, we believe that the delivery of all shipments within this district would be more acceptable to the citizens of Flora generally than a delivery of the intrastate shipments which this Commission might feel justified to include in any order which it may make in this matter."

Whereupon, after due consideration of such proposition, the respective parties agreed upon a territory within the city of Flora in which said United States Express Company would pick up and deliver both interstate and intrastate express, which territory is described as follows:

Beginning at the United States Express Company's office, north end of Baltimore & Ohio Southwestern Railroad Company's depot, running north thence along the line of the Springfield Division of the Baltimore & Ohio Southwestern Railroad Company to the north side of the Ebner Ice & Cold Storage Company's plant; thence east to the State Road; thence south to Second Street; thence east to Sycamore Street; thence south to South Avenue; thence west to the right-of-way of the Springfield Division of the Baltimore & Ohio Southwestern Railroad Company; thence north to the place of beginning, which is the United States Express Company's office, all of which is particularly shown upon the plat herein filed and marked "A," the territory being within the red lines indicated on said plat beginning at the office of the United States Express Company.

It is therefore ordered, adjudged and decreed by the Commission that by an agreement of the respective parties hereto, the said United States Express Company will pick up and deliver express on either side of the respective streets described on the plat herein.

By order of the Commission this 20th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2070

Railroad and Warehouse Commission, ex rel  
Colson-Doan Coal Company, Complainant  
v.

Chicago & Alton Railroad Company  
Baltimore & Ohio Southwestern Railroad Company, Defendants

*In re rate on coal from Carbon to Joliet, Illinois*

This is a complaint against the Chicago & Alton Railroad Company and the Baltimore & Ohio Southwestern Railroad Company on account of rate on coal carried in B. & O. S. W. R. R. Co. Joint Freight Tariff No. C.T.H. 231-G I. C. C. No. 6779, said rate being \$1 per ton, which does not apply to Joliet as an intermediate point between Carbon, Ill., and Chicago, Ill., the lowest rate to Joliet being figured on the sum of the local rates through East St. Louis, amounting to \$1.27 per ton. The complainant insists that Joliet is entitled to the Chicago rate of \$1 per ton, from Carbon, Ill.

There is also attached to the complaint, claim for refund on two cars of soft coal shipped from Carbon, Ill., to Joliet, Ill., said amount of refund requested being the difference between \$1 and \$1.27 on said shipment.

And the respective parties being before the Commission, and it appearing from a letter filed herein by the Baltimore & Ohio Southwestern Railroad Company, and by statement made by counsel for the Chicago & Alton Railroad Company, that each of said roads is willing to make and hereafter maintain rate of \$1 from Carbon to Joliet, Ill., and it further appearing that the said railroad companies are willing to refund said difference between \$1.27 and \$1 rates on said shipment, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said railroad companies be, and they are hereby authorized and directed to maintain said rate of \$1, being the Chicago rate, to Joliet, Ill.

It is further ordered, upon application of the said railroad companies, that they be and are hereby authorized to make refund of said difference in said rates to the complainants herein.

By order of the Commission this 27th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 1196

Railroad and Warehouse Commission, ex rel  
Rockford Manufacturers' & Shippers' Association, Petitioner  
v.

Chicago & Eastern Illinois Railroad Company, et al., Defendants

*In re excessive rate charged on coal screenings from originating points to Rockford, Illinois*

In the original case, the propositions set forth in the petition were very fully presented and the case was ably argued by counsel for the respective parties; the importance of the case and the manner in which it was presented was such that the Commission gave it very careful study before reaching a conclusion and filing its opinion.

The petition herein for a rehearing sets forth fully the reasons therefor, and argument for same was presented in the same logical and able manner that the original argument was made, and the Commission has given this argument careful consideration.

Without going into detail in reply to the statements in the petition and argument of counsel for rehearing, it is sufficient to say that in our original opinion was said:

"It is evident from the testimony herein and the tariffs in force throughout the State, that the prayer of the petitioner, if allowed, would necessitate the re-arrangement of a large number of freight rates to other cities throughout northern Illinois."

We also said in our original opinion:

"Business has settled down to the present rates, and as a rule the different localities are satisfied. The time is possibly not far distant when a general hearing upon this subject will be necessary, and a general revision of tariffs, distances and rates, but until such a hearing is had, the Commission feels that it would be unwise to disturb present conditions, unless they were so manifestly prejudicial and discriminative, that the Commission would be compelled to take some action."

The Commission did not then feel that conditions were such as to justify the granting of the prayer of the petition, and it sees no reason as yet to change its views as stated in the original opinion.

The petition for rehearing will therefore have to be denied.

Rehearing is denied.

By order of the Commission this 27th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2038

Railroad and Warehouse Commission, ex rel

C. E. Webber, et al., Complainants

v.

Cleveland, Cincinnati, Chicago & St. Louis Railway Company

Illinois Central Railroad Company

Louisville & Nashville Railroad Company, Defendants

*In re insufficient depot facilities at Eldorado, Illinois.*

The complaint in this case is in the form of a petition signed by numerous citizens of the city of Eldorado, county of Saline, Illinois, and requests that the defendant roads be required to provide suitable depot facilities, and charges that the present depot is too small to accommodate the passengers who have to use it, is poorly lighted and ventilated and not properly seated.

Eldorado is a city of about thirty-five hundred inhabitants; the record shows that the depot is located almost in the center of the city and is occupied jointly by the defendant roads. The depot contains two waiting rooms, one 20x20 feet, the other 20x30 feet, with a passage way between 11x13 feet, the ticket office of the Louisville & Nashville Railroad Company being located next to the railroad between the two waiting rooms, with a freight room immediately west of the smaller waiting room. The ticket office of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company is located north of the west waiting room, and immediately north of that is the baggage and freight room of this road.

The complainants introduced the testimony of nine witnesses from Eldorado and vicinity, and each one of such witnesses testified that in their judgment the depot facilities are insufficient to take care of the people present at the arrival and departure of trains; that the seating capacity is from forty to sixty persons; such witnesses stated that the ventilation in the depot is bad and that the depot is not kept in proper order, brought about in a large measure by the use of tobacco; that there seems to be no regulation of that matter whatever, which makes it exceedingly unpleasant. They also agreed that a large number of people were present at the arrival and departure of almost every train simply as spectators, varying in number from 125 to 200.

The defendant roads introduced ten witnesses, who testified on the same subject. As to the number of persons at the depot from time to time, they substantially agreed, and as to the general condition of the depot they also

practically agreed, but it is maintained by the defendants that the depot facilities are ample for all persons who go there to transact business with the railroad companies—in other words, that they have ample provision for receiving and discharging of passengers, but that they are not required and should not be required to furnish depot facilities for persons who see fit to go to the depot at the arrival and departure of trains as mere spectators. There were a number of witnesses, including several citizens of Eldorado, who testified that, in their judgment, the depot facilities are sufficient for the proper care and convenience of the persons leaving and arriving upon trains at that point.

The record shows that after the filing of the original complaint herein, considerable improvement was made in the depot at this point—so much so, in fact, that on December 30, 1912, Mr. C. E. Webber, one of the original complainants, addressed a letter to this Commission reading as follows:

"Since the filing of a petition by me and others of Eldorado asking for better facilities at this point, the waiting-room has been enlarged and the facilities so improved that the matter is now satisfactory to me and I will not be present on the 7th of January at the hearing of the petition and have no further complaint to make in regard to the facilities at this point."

In connection with this petition and the hearing, the Cleveland, Cincinnati, Chicago & St. Louis Railway Company offered in evidence a plat showing certain additional improvements proposed to be made, and the Commission believes same should be made.

A careful reading of the record in this case shows that there are a large number of people present at the arrival and departure of trains at Eldorado; no particular reason appears for this, except that the depot is practically in the business center of the town; that the conditions at the depot are congested, is perfectly manifest from the testimony; that there is a great deal of smoking and chewing tobacco at the depot and in the building, especially in the winter time, which makes it very unpleasant, is shown by the record. The manner in which this depot is congested from time to time, and the unpleasant results from the smoking and chewing of tobacco, can easily be eliminated by co-operation between the railroad companies and the city authorities of Eldorado; if this was prohibited in the depot, as it is in practically all well-regulated depots, the conditions would be reasonably satisfactory.

From the number of passengers received and discharged at Eldorado, as shown by the record and not contradicted, it is manifest that the depot facilities are sufficient to accommodate them conveniently, and under the statute and the law, the Commission believes that the contention of the defendant roads, that they are not required to furnish sufficient room for all persons who may come to their depot, other than passengers, is well taken. The large number of persons present at this depot is evidently brought about by the peculiar condition of affairs, which has already been mentioned.

The record shows that this depot is not in as good a sanitary condition as it should be, and in the opinion of the Commission this depot should be at once thoroughly renovated and disinfected, and proper rules adopted and enforced to keep it in a sanitary condition; if it is desired by all parties interested to have a neat, clean and healthy depot, all that is necessary to do is to enforce the law already upon the statute books of this State and within the corporate limits of the city of Eldorado.

The record shows there is no ladies' waiting-room, but the plan submitted by the Cleveland, Cincinnati, Chicago & St. Louis Railway Company provides for a ladies' waiting-room 20x16 feet, which will be quite an addition to the depot and is needed; the same plan also shows the lights already there and the lights proposed to be installed; this is according to Scheme "C" as filed with the Commission, and is hereby adopted by the Commission and approved for the improvement of the depot at Eldorado.

The record shows that there is about to be completed an interurban road, which will, from the testimony and from facts well-known to everyone, relieve in a large measure the passenger service from this depot, and that

fact is considered as one of the controlling elements in the disposition of this case. As the Commission views it, it would be useless to order the enlargement of this depot or expensive improvements made for the purpose of taking care of passengers, with the known fact that very soon an inter-urban company will establish a depot in the city which will carry a large number of the passengers that are received and discharged at this depot, and in our judgment will relieve the situation.

The Commission suggests and directs that some additional seats be placed in the depot; it is evident there is ample space for more seating capacity; the Commission also directs that the ladies' waiting-room be furnished with sufficient modern seats.

The Commission being fully advised, it is therefore ordered, adjudged and decreed by the Commission that the defendant roads, the Louisville & Nashville Railroad Company and the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, at once thoroughly clean and disinfect said depot, and that they adopt rules and regulations of such a character and post them in said depot, so that cleanliness will be maintained.

It is further ordered, adjudged and decreed that Scheme "C" and plat showing improvements under such scheme be, and the same is, hereby approved and the defendant road, the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, is hereby directed and ordered to at once proceed to make the improvements shown on such plat, Scheme "C," and that they have the same completed within sixty days from this date.

By order of the Commission this 17th day of June, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2057

Railroad and Warehouse Commission, ex rel  
Village of Raleigh, Complainant  
v.

Illinois Central Railroad Company, Defendant

*Complaint of violation of Sections 84 and 85, Chapter 11½, Revised Statutes, in re furnishing cars, transporting persons, and property and keeping depots open.*

The complaint in this case charges that the defendant road has insufficient depot facilities at Raleigh, Ill., and also fails to keep the depot open, heated and lighted a sufficient time before the arrival and departure of trains, as required by the statute.

Undisputed testimony in the record shows that Raleigh contains about seventy-five houses and two hundred and fifty people; that the defendant road maintains a depot building 16x30 feet, one-half of which is partitioned off for freight and the other half for office and waiting-room, the waiting-room being about 10x16 feet.

The record further shows that the first train No. 624 arrives at Raleigh about 5:45 A.M. going to St. Louis, and that the maximum number of passengers for this train is ten people. The record also shows that the depot is open for this train not later than 5:15 A.M. The next train No. 605 going to Eldorado later in the day, has an average of three or four passengers per day. Train No. 606 going to St. Louis at 2:47 P.M. has an average of about five passengers per day. Train No. 623 arriving at Raleigh at 9:42 P.M. makes a flag stop. The agent at Raleigh testifies that all three of the regular scheduled trains have been met by him for the last three years, with the exception of three times during that period, and that at all other times the depot was open and properly heated and lighted at least twenty minutes prior to the arrival or departure of trains. The reason that the depot was not open more than twenty minutes prior to the arrival and departure of trains is explained in the testimony by the fact that the agent

carries the mail, and he cannot get it from the post-office until twenty minutes before the arrival and departure of train. From a careful reading of the depositions taken by the complainant, there is no statement in relation to the three regular trains scheduled to stop, that in any wise contradicts the statement made by the agent, that with the exception of three times in three years the depot has been open substantially in compliance with the law.

The principal complaint made, as appears from the testimony of the complainant, relates to the train arriving at 9:42 P.M., which is only a flag stop and for which the defendant road does not claim to have the depot open, heated and lighted prior to the arrival and departure of trains, and applying the ordinary construction of the language of the statute, the defendant road would not be compelled to do so, this train not being scheduled to stop regularly.

It appears from the record that the depot at Raleigh is not large and possibly not as convenient and commodious as it might be, but it is equally true that the testimony shows that it is sufficiently large to accommodate the citizens of that community who go to the depot for the purpose of leaving on trains and of persons discharged from the respective trains at Raleigh.

The record also shows that a large number of people go to the depot upon the arrival of trains, who have no official business with the railroad company, and who occupy the space intended for passengers, to which they have no right. It is not contended, even by the complainant, that the defendant road should be required to furnish heat and light and seats for other than passengers arriving and departing upon the respective trains, but no way has been suggested to the Commission by which it can make an order which would prevent the citizens of Raleigh, out of mere curiosity to see the trains come in and go out, from occupying the depot. We would be very glad to enforce such a rule if one was suggested, and could lawfully be enforced. This is a matter, however, that the police regulations of villages and small cities could largely remedy if they desired. It is also shown by the testimony that frequently there is smoking in the depot, which is very annoying; this can be prevented by the railroad company, if the village authorities will co-operate with them. The rule that there shall be no smoking in the depot, is a reasonable one, and can and should be enforced in every depot, especially where there is only one waiting-room occupied by both ladies and gentlemen, and we suggest in this case, that the railroad company issue such an order, if one is not already in existence, and also suggest that the village board through its police powers, assist the railroad company in enforcing such an order. This, we have no doubt, will make a great improvement in the general condition and comfort of the depot, as shown by the testimony.

It also appears from the record that there is no telegraph office at this station, and no other means of communicating with stations nearby to ascertain whether or not trains are on time. This, in our judgment, is the most serious inconvenience presented in this case, and should be remedied. It appears that the railroad company cannot get telephone connections without purchasing an interest in the Telephone Company or Association at Raleigh; this the Commission cannot compel the railroad company to do. The Commission believes, however, that telephone communication should be installed between Raleigh and the nearest point from which the agent could receive information as to trains, and that the railroad company should instruct its respective agents where such information can be given, to give it promptly to such agents as do not have such information. This has become much more important in the last few years, since a great many stations that formerly had telegraphic connection, do not have it now, and if it could be shown to the Commission that the telephone line or company connecting Raleigh with the nearest telegraphic station of the defendant road, has proper connection and will furnish those connections to the railroad company for a reasonable rate, the Commission will undertake to see that the railroad company installs a telephone for such purpose, as the Commission believes that it is exceedingly important at non-telegraphic

stations, that there be means of communication by which the public may ascertain official information in regard to the arrival and departure of trains.

From a careful study of the entire record in this case, the Commission finds that everything considered, the railroad company at this time is furnishing reasonable service at Raleigh, except as hereinabove stated, and that in order to furnish that service it will be necessary for the citizens of the community to co-operate with the railroad company, and except as herein provided, the prayer of the petitioner must be denied.

Petition denied.

By order of the Commission this 29th day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2075

Railroad and Warehouse Commission, ex rel  
Decatur Coffin Co., Complainant

v.

Illinois Central Railroad Company, Defendant

*Refusal to switch cars without charge from other roads to plant of complainant located on tracks of defendant company at Decatur, Illinois*

The complaint in this case shows that since 1873 the complainant has been operating its plant on ground adjoining the defendant road and has been storing and unloading its lumber on ground rented from the defendant road, which ground is still held and used under lease. During all of this period the defendant road has switched carload shipments coming in over other lines, to its tracks back of complainant's factory, without charge to the complainant, until in 1912, when complainant was waited upon by the local agent of the defendant road and advised that the complainant was not an industry located on the defendant's road, and not entitled to switching privileges, as complainant was using one of the defendant's house tracks. The complainant took this to mean in effect that he would have to bill all carload shipments by the line of defendant. Since that time the defendant road has promptly set all cars coming in over its line, and refused to receive and set cars from other lines, except at a charge of two cents per hundred.

The complaint further states that the switching charge of two cents per hundred is considered exorbitant, in view of the fact that there is no charge when the shipments come in over line of defendant road.

The complaint further states that the complainant cannot get cars set coming in over other lines without guaranteeing two cents per hundred, amounting to \$9 or \$10 per car, which the complainant considers exorbitant.

The defendant road by its answer denies the jurisdiction of this Commission over the subject matter of the complaint. It further states:

"This respondent says that to permit the prayer of the complainants would be to give to the Wabash Railroad Company the use of a portion of the respondent's terminal facilities in Decatur, which this honorable body has no right to order it to do."

The answer of defendant further states:

"This respondent says that the services asked for comes within what may be commonly known as a revenue haul, and that it stands ready to perform the services for the petitioner if it is willing to pay the tariff rate authorized by this honorable body."

The record in this case shows that the complainant's factory was established in 1872; at that time the factory was a block south of the defendant road's freight house; that the defendant road about ten or twelve years ago, moved its freight house a block south and just across the street from the complainant's factory. Previous to that time the track used by the factory was a stub track at the end of the factory, a block away from defendant's

freight depot. Later when the defendant road moved its depot a block further south and across the street from factory of complainant, this stub track was taken out and the track extended on into the freight house, making it one of their freight house tracks. The evidence shows that at that time and for several years afterwards, cars that came into Decatur over other lines, were switched in back of complainant's plant over what defendant road called its house track, to complainant without any charge. About a year ago the defendant road notified complainant that it could no longer have the use of this track for getting goods in over connecting lines; that there would be a charge of two cents per hundred for anything switched from competitive lines. For some considerable time after that arrangements were made with the Vandalia Railroad Company, which operates through Decatur over the lines of defendant road, and the Vandalia delivered to the complainant all cars coming in over other lines. Later the record shows the defendant road informed the complainant that this could not be done longer, and since that time, a year or more ago, the complainant has had to pay a charge of two cents per hundred pounds for having freight set back of complainant's factory, which came in over lines other than the defendant's line.

The record further shows that the complainant receives a large amount of its incoming freight from the south, and that it is universally billed over defendant's road. Complainant claims the record shows, and the statement is not contradicted, that the complainant has been told if he would let the rate stand as charged on switching from other lines, that this house track would be treated as an industry track for all shipments coming in over defendant's line, and from the entire record, evidently is so treated for shipments coming in over defendant's line. The fact that the defendant road for such a long period of time recognized the track in question as an industry track and treated it as such, not only in switching cars billed on its own line, but over connecting lines, and the business of the complainant having been built up in a large measure, with this privilege and use of the defendant's track, should be considered by this Commission in the determination of the issue involved. The Commission finds that in view of this long service rendered by the defendant road, that it should not at this time be permitted to entirely sever and discontinue such service, and the defendant road having acted upon this theory and fixed a charge for the service, which charge was not heretofore made, is a further acknowledgment of its duty to perform this service, and having seen fit to do so, the principal and practically the only question for this Commission to determine is, is the charge made a reasonable charge? In view of the facts hereinabove stated, the Commission does not believe that the charge of two cents per hundred pounds for switching these cars from other lines, a distance of not to exceed one-quarter or one-half mile, is a reasonable charge.

The Commission therefore holds that under the facts in this case, it is the duty of the defendant road to furnish this service, and that the defendant road should be permitted to make a reasonable charge for this service, and the Commission finds that a reasonable charge for such service would be the charge made by the defendant road on traffic interchanged with connecting lines as published in its Tariff 1-C, I. C. C. A-8213, effective April 1, 1912, item 324, page 37, which is ten cents per ton, minimum \$2 and maximum \$4 per car, for each car. We assume that this is a reasonable rate, at least so far as the defendant road is concerned, it being its own switching rate voluntarily made by it for Decatur switching, and legally published in its said tariff, effective April 1, 1912.

It is therefore ordered, adjudged and decreed by the Commission that the defendant road perform such switching service from other lines to the complainant, and that it furnish the same at the rate of ten cents per hundred, minimum \$2 and maximum \$4 per car, for each car switched.

By order of the Commission this 31st day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.



Railroad and Warehouse Commission, ex rel  
Mayer Brothers, Complainant

v.

Illinois Central Railroad Company, Defendant

*In re charge made for excess baggage*

The complaint in the above entitled cause states that the passenger rate from Cairo, Ill., to Newton, Ill., is \$3.42, and on this basis the excess baggage rate is given as sixty cents, notwithstanding which the excess baggage charge was figured at sixty-five cents, due to the railroad company computing the rate on basis of the longest haul by the roundabout route via Mattoon instead of the direct and short haul via Effingham.

To this particular charge, the defendant in its answer says:

"This respondent admits that through an error on the part of its agent it did overcharge the complainant the sum of thirty-five cents in baggage coupons on a shipment of baggage from Cairo, Ill., to Newton, Ill., on or about May 23, 1913, as set forth in complainant's petition. This respondent further says that it has refunded to the said complainant the said overcharge of thirty-five cents in coupons."

It further appeared upon the hearing of the case and was stated by the defendant road that proper instructions would be given, so that no further improper overcharge would be made from Cairo to Newton, Ill., via Mattoon instead of via Effingham, and that a proper schedule would be furnished and routing made in conformity with that statement. That being true, it would seem unnecessary at this time to make any order in relation thereto, but should the defendant road fail to make schedule or routing, if the matter is called to the attention of this Commission, an order will be made requiring said defendant road to make such schedule or routing.

The second question submitted to the Commission in the complaint, for its consideration, is as follows:

"Also the Illinois Central Railroad Company exacted a charge of 75 cents excess on a trunk weighing 125 pounds, checked on June 8th, from Chicago to Hot Springs, Ark. This trunk was 5 inches over size, but notwithstanding the fact that the trunk weighed but 125 pounds, the railroad company exacted a charge amounting to 5 pounds for each inch over size. We make the point that the excess charge for 25 pounds due to the trunk being 5 inches oversize should be equalized against the weight of the trunk which as above stated was only 125 pounds."

The rule in force upon practically all of the common carriers in this State in relation to baggage reads as follows:

"For any piece of baggage, any dimension of which exceeds 45 inches, there will be a charge for each inch in excess of 45 inches for each such dimension equal to the charge for five pounds of excess weight, measurements to include gable or dome shaped ends or similar protuberances.

"Any piece of baggage the greatest dimension of which exceeds 72 inches will not be transported in regular baggage service."

The rule of practically all of the common carriers upon the subject of weight of baggage, reads as follows:

"Subject to limitations as shown in paragraphs 9 and 10, one hundred and fifty pounds of baggage, not to exceed one hundred dollars in value, will be checked without charge for each adult passenger."

The complainant herein charges that the Illinois Central Railroad Company exacted a charge of seventy-five cents excess on a trunk weighing 125 pounds; this trunk the complaint alleges was five inches over size, but notwithstanding the fact that the trunk weighed but 125 pounds, the railroad company exacted a charge amounting to five pounds for each inch over size, and it is contended by complainant that the charge for twenty-five pounds

due to the trunk being five inches over size, should be equalized as against the weight of the trunk, which was only 125 pounds, when the complainant is entitled to 150 pounds of baggage.

The rule extending the privilege to passengers upon trains to carry a certain amount of baggage free with each ticket, and limiting the amount of baggage which may be carried, is a reasonable rule, and has been so held both by the courts and the Interstate Commerce Commission, and it is equally true that the rule limiting the size of a trunk or piece of baggage carried by each passenger, if reasonable, will be sustained. We believe that one hundred and fifty pounds is a reasonable amount, and the size of the trunk as provided for in the rule of the common carriers, is a reasonable rule; that being true, the Commission finds that, although the trunk in question weighed but one and twenty-five pounds, that is no reason why the railroad company should not make a charge of five pounds for each inch over size of the trunk so checked. In other words, reduction in the maximum weight carried cannot be offset by additional size of a trunk. The adoption of such a rule, in the judgment of the Commission, would lead to great annoyance and trouble, and would be impractical. This entire matter has recently been passed upon by the Interstate Commerce Commission, but this Commission deems it unnecessary at this time to quote at length from such opinion, and it is sufficient to say that the opinion of the Interstate Commerce Commission fully sustains the views taken by this Commission.

The complaint therefore will have to be dismissed.

Complaint dismissed.

By order of the Commission this 31st day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2029

Railroad and Warehouse Commission, ex rel  
A. C. Clark, et al., Petitioners  
v.  
Pennsylvania Company, Defendant

No. 2030

Railroad and Warehouse Commission, ex rel  
A. C. Clark, et al., Petitioners  
v.  
Lake Shore & Michigan Southern Railway Company, Defendant

*In re removal of station at Grand Crossing, Illinois*

The petition in each of the above entitled cases is the same, and filed by the same persons for the same purpose against the respective defendants.

The petition alleges that the petitioners, and each of them, are citizens of Illinois, residing in the vicinity of what is known as Grand Crossing; that there is a population in the neighborhood of 50,000 residing within a certain territory described as bounded on the north by Sixty-third Street, on the south by Seventy-eighth Street, on the west by State Street and on the east by Lake Michigan; that the people residing within such territory for many years used the defendants' trains as a means of transportation in and out of the vicinity of Grand Crossing; that the several defendants have maintained a station at what is known as Grand Crossing for about forty years; that a few years ago track elevation was ordered, and that while in process of construction, the station was moved, as the evidence shows, twenty-eight hundred feet northwest of its former location; that said new station is to be made permanent and that thereby the people heretofore using said depot facilities at Grand Crossing will be deprived of adequate transportation facilities.

The petitioners further show that Grand Crossing is not a municipality, but is the name of a locality and state that it has been known as Grand Crossing for fifty years; the central point of the locality is the point where the two defendant railroads cross the Illinois Central Railroad; they also allege that Grand Crossing is a name well-known throughout the United States; that when these railroads first crossed at that point it was an open prairie; that since that date factories and business houses have located around and near the junction of these railroads, and that depots were established and trains stopped there on account thereof; that the community at once commenced to grow up around the junction and that growth has continued for fifty years; that originally it was a part of the town of Hyde Park, then became the village of Hyde Park, and afterwards became part of the city of Chicago; that the United States has maintained a postoffice near this junction, which was called "Grand Crossing;" that about thirty factories are located in and around the junction, which employ all the way from ten to five hundred people; that prior to the removal of depot as complained of, the citizens of that locality could take passage on the trains of the two defendants at that point for any point in the east; that it was used by the citizens for that purpose; it is alleged that now citizens living in that locality must either go to Englewood on the west or to South Chicago on the east; Englewood is from two to three miles on the west and South Chicago is a similar distance on the east.

The answer of each of the defendants denies the power of the Commission, under the facts herein stated, to grant the prayer of the petitions, but each of them, in addition thereto, made full answer. The record in the case shows the following facts:

The defendant, the Pennsylvania Company, admits that the Pittsburgh, Fort Wayne and Chicago Railway Company and this defendant as its lessee, has maintained for more than forty years prior to December 30, 1909, a station at what is known as Grand Crossing in the city limits of the city of Chicago, for the accommodation of passenger and freight traffic.

That an ordinance was passed by the city council of Chicago September 29, 1902, requiring this defendant and the Pittsburgh, Fort Wayne and Chicago Railway Company to elevate their tracks from Seventy-third Street to Stony Island Avenue and the same ordinance required the elevation of the tracks lying parallel thereto of the Lake Shore & Michigan Southern Railway Company and the tracks of the Illinois Central Railroad Company, crossing the tracks of the said last above two named companies at Grand Crossing, so as to permit of the passage of streets and highways underneath the tracks of said several railroads and established a new grade of said three last mentioned railroads, at a height of not less than fifteen feet above the level or surface grade at which said companies were operating their railroads at the time of the passage of said ordinance.

That subsequently it became apparent to the mayor and city council of the city of Chicago, as well as to the railway companies concerned in such track elevation ordinances, that the dangers to the public were not obviated by merely separating the grades of the railroads and highways, but that by reason of the numerous tracks which would cross each other at the grade of the railways when elevated as proposed at Grand Crossing, it was a public necessity to separate the grades of the railroads crossing each other at Grand Crossing.

That after long negotiations between the officials of the city of Chicago and the railway companies, an ordinance was finally passed by the city council of the city of Chicago on June 28, 1909, which was accepted by all the railway companies concerned, as a substitute for the ordinance of September 29, 1902, and which ordinance of June 28, 1909, not only provided for a separation of the railway and street grades, but also provided for the separation of the railway grades as between themselves; that such proceedings were had between the railway companies by arbitration as resulted in agreements whereby the Illinois Central Railroad Company was given the lower level and the Lake Shore & Michigan Southern Railway Company and the Pennsylvania Company were compelled to take the higher level, while the New York, Chicago and St. Louis Railway Company secured a new

right-of-way and passed underneath the tracks of the Illinois Central Railroad Company and above the streets and underneath the Pittsburg, Fort Wayne and Chicago Railway and the Lake Shore & Michigan Southern Railway, and joined the Lake Shore & Michigan Southern Railway at a point west of Grand Crossing on the north side of the right-of-way of the last mentioned company.

That in pursuance of such ordinance, the work of elevating all said railway tracks and separating the grades of the street crossings and the railways and the grades of the railways as between themselves, was completed in the year 1912 at an expense to the last mentioned railway companies of a sum of money exceeding \$3,000,000, at the sole cost and expense of said four railway companies, in the proportions fixed by the arbitrators, neither the city of Chicago nor the State of Illinois making any contribution to said cost, though the public gain thereby secured was very great.

That when beginning the elevation of said tracks in the year 1909, the station at Grand Crossing was discontinued for the reason, as claimed by defendant, that the station could not be maintained at that point by defendant by reason of the great expense which would be involved in constructing a station at said point, and the cost of maintaining such station, the floor level of which would have to be approximately at a height of thirty feet above the natural surface of the ground, that being the height to which it was necessary to carry its tracks and the tracks of the Lake Shore & Michigan Southern Railway Company, paralleling it, in order to provide for the passage of the streets beneath the Illinois Central Railroad, with sufficient head-room, and to permit of the passage of the Illinois Central Railroad tracks beneath the tracks of this defendant and the tracks of the Lake Shore & Michigan Southern Railway Company, with a clearance of seventeen feet and the necessary girders to sustain the bridges which carry the traffic on the defendant's railway over the tracks of the Illinois Central Railroad Company.

That when its said station was discontinued at Grand Crossing, another station was created at Cottage Grove Avenue, a distance of twenty-eight hundred feet west of the former station at Grand Crossing, which, it is claimed by the defendant, better served a larger population than did the one at Grand Crossing.

That the main station of the Pennsylvania Company is at the corner of Canal, Adams and Madison streets, known as the Union Station, in the west division of the city of Chicago; that its next station at which trains stop for passengers is at Fifty-fifth Street, or Garfield Boulevard, a distance of about six miles; that its next station is at Englewood, about seven and one-half miles, and is used in conjunction with the Lake Shore & Michigan Southern Railway Company, the Chicago, Rock Island & Pacific Railway Company, the New York, Chicago & St. Louis Railway Company and the Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company as a Union Station, which Union Station is two and one-half miles northwest from Grand Crossing; that the next station is at Cottage Grove Avenue, about two miles from the Englewood Union Station and approximately twenty-eight hundred feet northwest from the station which the defendant, the Pennsylvania Company, formerly maintained at Grand Crossing.

The defendant, the Pennsylvania Company, avers in its answer and offers proof to sustain the averment, that by means of the numerous electric surface cars, which are operated on and at street grades and carry passengers in all directions from Grand Crossing, north, east, south and west, it is very easy for passengers to reach the defendant's station at Cottage Grove Avenue.

It further avers and the record shows that the Illinois Central Railroad Company maintains a station for suburban and through passenger service at Grand Crossing with numerous and rapid trains into and out of the different stations in the city of Chicago at Twelfth Street, Van Buren Street and Randolph Street, and it is contended that ample accommodations are afforded to all the people of Grand Crossing to reach any desired point in the city of Chicago, without a depot being maintained by the defendant, the Pennsylvania Company, at Grand Crossing.

The defendant, the Lake Shore & Michigan Southern Railway Company, in its answer, denies that it ever maintained a depot at Seventy-ninth Street and Stony Island Avenue, and we find no testimony in the record contradicting that statement.

The defendant, the Lake Shore & Michigan Southern Railway Company, further states:

"Between the years 1891 and 1893, and between the years 1901 and October 1, 1908, it did stop a limited number of its passenger trains at Stony Island Avenue. This defendant avers, however, that prior to the date, to-wit: October 1, 1908, at about which time the defendant discontinued stopping any of its trains at Stony Island Avenue, the tracks of this defendant crossed said Stony Island Avenue and Seventy-ninth Street at grade, and this defendant further shows that during the period of time over which the defendant had stopped certain of its trains at said Seventy-ninth Street and Stony Island Avenue, the entire business of this defendant, including passengers both to and from said Seventy-ninth Street and Stony Island Avenue did not average more than fifteen or twenty passengers a day, all of which passengers could have been adequately accommodated by the street car transportation available to them."

The answer of the defendant, the Lake Shore & Michigan Southern Railway Company, further sets out fully the same facts in relation to the elevation of its tracks under the ordinances of the city of Chicago, found hereinabove in relation to the defendant, the Pennsylvania Company.

It is claimed by the petitioners that the depot and accommodations furnished prior to the elevation of the tracks, were useful and beneficial, desirable and necessary for the public convenience, and that of all this they have been deprived; that nothing else has been provided by the defendants in their stead.

Petitioners' engineer state that a depot could be built for \$75,000, while the engineer of the Lake Shore & Michigan Southern Railway Company fixes the cost at \$270,000. The petitioner, however, insists that the cost is not material and should not enter into the consideration of this case, and that the testimony by the defendants as to the expense of said depot, is not a legitimate answer to petitioner, and insists that the duty of the defendants to the people of that locality, is to furnish passenger accommodations, and although it may be true that defendants cannot enlarge their railway facilities for through traffic at this point, and furnish necessary accommodations to the people at this point, then they must forego some part of the contemplated enlarged facilities or pay the necessary expense of obtaining a sufficient additional right-of-way.

It is further contended in the brief of petitioner that defendants having maintained depots at the junction ever since their railroads were established, until the temporary removal in 1909 for elevation construction, during which period a large residence and business community has grown up around them, relying upon the accommodations furnished, these defendants are estopped from now abandoning those depot and station privileges to the community at that point—

*First*—Because it is a violation of the duty imposed upon them by the statutes of the State.

*Second*—Because it is a violation of the moral and equitable duty they owe to the people of that community who have relied, and had a right to rely, upon the fact that these defendants, having maintained depot and station privileges and accommodations at the junction ever since their roads were established and, so relying, established their homes, their factories and their business houses, would not abandon and deprive the people of such privileges.

There are four issues raised in this proceeding:

*First*—As to the jurisdiction or legal right of the Commission to make any order.

*Second*—If the Commission has jurisdiction, then what is its duty under the law, it being contended that under the law, the petitioners are entitled to an order granting the prayer of their petition.

*Third*—The question of fact as to whether or not the removal of this depot as shown, and the establishment of a depot twenty-eight hundred feet distant therefrom, is sufficiently detrimental to the community to justify an order directing re-establishment of a depot at the former location.

*Fourth*—Is it practical, considering the physical conditions, to re-establish a depot at the location of the former depot?

As to the first proposition, the Commission holds that it has general jurisdiction of the subject matter under consideration.

As to the second proposition, the petitioner cites the first section of an Act approved May 23, 1877, in paragraph 50, page 1821, of Hurd's 1912 Statutes of Illinois, as follows:

"That all railroads in this State carrying passengers or freight shall, and they are hereby required, to build and maintain depots for the comfort of passengers and for the protection of shippers of freight, where such railroad companies are in the practice of receiving and delivering passengers and freight at all towns and villages having a population of two hundred (200) or more, on the line of their roads and roads leased or operated by them (as amended by the Act of June 21, 1895)."

Petitioner also cites section 22 of an Act entitled, "An Act in relation to fencing and operating railroads," which is as follows:

"Every railroad corporation in the State shall furnish, start and run cars for the transportation of such passengers and property as shall, within a reasonable time previous thereto, be ready or be offered for transportation at the several stations on its railroads and at junctions of other railroads and at such stopping places as may be established for receiving and discharging way-passengers and freight; and shall take and receive, transport and discharge such passengers and property at, from and to such stations, junctions and places, on and from all trains advertised to stop at the same for passengers and freight, respectively, upon the due payment or tender, of payment of tolls, freight or fare legally authorized therefor, if payment shall be demanded, and such railroad companies shall at all junctions with other railroads, and at all depots where said railroads stop their trains regularly to receive and discharge passengers in cities and villages, for at least one-half hour before the arrival of and one-half hour after the arrival of any passenger train, cause their respective depots to be open for the reception of passengers; and said depots to be well lighted and warmed for the space of time aforesaid."

Petitioner also cites section 11 of an Act entitled, "An Act to incorporate the Illinois Central Railroad Company," passed February 10, 1851, which reads as follows:

"And when the route of said road or either of its branches, as provided in this Act, shall intersect, cross or connect with, or run along or upon the line of any other railroad now constructed, or now in process of construction, by any other company, the company to be formed under this Act shall join with such other company in making all necessary turn-outs, sidings and switches and other conveniences necessary to further the objects of such connection. \* \* \* And all railroads so constructed, or now in process of construction, intersected as aforesaid, and connections made with roads authorized to be built by this Act shall be made and facilities in the transshipment of freight and passengers and interchange of cars afforded by each, over the respective roads, upon fair and equitable terms."

It is contended by the petitioner that where the defendant roads cross the Illinois Central Railroad is a junction, and that under the statutes quoted, it is imperative upon the defendant roads to maintain a depot at such junction. Petitioner further contends that it is immaterial as to whether such roads cross at grade or by separation of grades—that the same is nevertheless a junction and a crossing referred to in the statutes above quoted; therefore, the law is mandatory in relation to the erection of a depot at said junction.

In the cases cited in the brief of petitioner, and there are many others that might be cited, there is a wide difference of opinion apparently as to just what a junction is. Possibly as good a definition as can be found is made by the Supreme Court of the United States, Vol. 164, page 540, in which the court in defining a junction, used the following language:

"Junction, in the ordinary acceptance as applied to railroads, is the point where two or more lines of railway meet."

There are cases holding that there is no junction unless the respective roads cross at grade, while others hold that it makes no difference whether they cross at grade or over or under each other. While this is an interesting question to study, it does not become as we view the law, so very important, for with our views of the law, we are willing to concede that it is a junction as defined by the Supreme Court of the United States.

A careful examination of the several sections referred to above by the petitioner will disclose the fact that it is not peremptory upon a railroad company to maintain stations at junctions of other roads. Section 22 above referred to, provides:

"Every railroad corporation in the State shall furnish \* \* \* cars for the transportation of such passengers and property as shall \* \* \* be offered for transportation at the several stations on its railroads and at junctions of other railroads and at such stopping places as may be established for receiving and discharging way-passengers and freight."

It will be noted there is nothing in that section, and it is substantially the same in each of them, requiring the establishment or maintenance of a station at a junction, and that junctions and stations and stopping places are distinguished one from the other. The same section continuing, reads as follows:

"and shall take and receive, transport and discharge such passengers and property at, from and to such stations, junctions and places, on and from all trains advertised to stop."

There is a clear distinction in this portion of the section between stations, junctions and places. It is evident that the Legislature contemplated junctions at which there would be no stations; this is clear we think from the reading of the entire section. A literal construction, such as insisted upon in this case—namely, that railroads are compelled to maintain stations at every junction, and if you want to make it entirely literal—stop and receive and discharge passengers and freight at such junction, would practically stop transportation in many portions of the country. Crossings and junctions are very frequent for miles around any of the larger cities and a literal enforcement of that Act would be prohibitory upon transportation. After a very careful examination of the authorities cited by petitioner, as well as those cited by the defendants and others, the Commission is of the opinion that the construction contended for by petitioner should not be given this statute, and it is not therefore legally incumbent upon this Commission to order the erection of a depot or station at such junction by virtue of that statute alone, without any reference to other facts and circumstances connected with the entire proceeding.

Again it is contended by the petitioner that the defendants, on account of the length of time a station was maintained at such junction, are now estopped from abandoning the same, and it is contended that it is the public policy of the State

"that whenever a railroad has established a depot and station and a community has grown up about it, relying upon the permanence of the privileges thus furnished, that the common carrier will be estopped from abandoning its depot and station privileges at such point, and thus depriving the community of their rights and privileges, *at least without showing that conditions have so changed that there is not the same public requirement for such privileges as before,*"

and it is contended that the railroad company cannot do this by showing that it is more convenient to the railroad company, or more profitable, to change the location to some other point, and that in order to justify such a

change, defendants must show that the community surrounding the location, has moved away and that business has changed to another locality, so that to continue the maintenance of its depot and station at the former location would not accommodate the public as formerly.

As a general proposition this might be considered as true, yet there are other conditions and circumstances that should be taken into consideration, and which in our judgment, would justify the change or removal of depot privileges and facilities, keeping in mind always of course, that the community was fairly and reasonably served with depot and transportation facilities.

The facts in the particular case under consideration as to the removal of depot facilities, are so different from the facts in the several cases cited by petitioner in brief to sustain his proposition, as to make them in a large measure inapplicable when applied to the facts in the case at bar. This is not a change or removal of the depot or depot facilities from a village or town where under the law, the railroad companies are bound to furnish a depot and station facilities, there being no specific statute in this State requiring the location of a depot at any particular point within a city along any particular line of railroad or railroads, the general principle governing being that each city and community shall be reasonably accommodated, everything considered, with depot and station privileges.

When the depot was originally located at Grand Crossing, there were a number of roads crossing each other at grade, and the unusual number of these crossings undoubtedly gave rise to the name of Grand Crossing, and the record shows that for many years after the location of a depot at this point there was more or less need of interchange from one railroad to another at this point, but as the city of Chicago grew and expanded in all directions, and especially out in this direction, many other transportation facilities followed and with the density of population came the danger of grade crossings, and the necessity for a separation of these grades. These defendants being within the corporate limits of the city of Chicago, were subject to the control of the city council, and by ordinance of such city council, were directed to separate their respective tracks, thus removing such grade crossings, and using commendable caution, they did not permit the railroads, even after elevated above the surface roads, to cross at grade, and the ordinance required the Illinois Central Railroad Company to elevate above the surface road, and the defendant roads herein to elevate above the Illinois Central Railroad, making not only an extremely expensive, but a high elevation for the defendant roads. This separation of grades, it is contended by the defendant roads, made it necessary to change the depot from its former to its present location.

As to the third proposition, it is contended that a large community has grown up around Grand Crossing and the railway junction and station at that place; that factories and other business interests have located there on account of the railway facilities, both passenger and freight. It is also contended that people have established homes there for similar reasons. It is stated that the locality has grown year by year and is still increasing in importance and population. Seventy-fifth Street is almost solidly built up and occupied with business houses of various descriptions from Stony Island Avenue on the west, a half mile either way from the junction. It is contended by petitioner that prior to the removal of depot and station facilities at the junction, many passengers transhipped to that point from east to south or from south to east; express was there interchanged and the mails were also transhipped at that point; it is also urged that prior to the removal of the depot the citizens of that locality could take passage on the trains of the two defendant roads for any point in the east.

It is further contended that the removal of the depot and not having transportation facilities as heretofore is detrimental to the community; that flats are vacant and more stores seeking tenants than before the removal of the depot and station privileges; it is insisted that the people of that community have a right to a depot and station privileges at the junction similar to those which they had previous to the removal; it is contended that these accommodations and privileges belong to the community and that



they have been deprived of them without any sufficient remuneration; that the accommodations previous to the removal were useful and beneficial and necessary for public convenience.

The record shows that when the track elevation was begun in 1909, the station at Grand Crossing was moved twenty-eight hundred feet northwest, where a permanent station is now being constructed; it is contended by defendants, as shown by the record, that the station was moved for the following reasons:

*First*—An investigation was made by the officials of the general situation in that locality and it was ascertained that more people would be offered transportation facilities by such removal, and that the people residing in the district described in the petition, would be better served by a station at Cottage Grove Avenue than at the former location. The record also shows that the present Cottage Grove Avenue station is approximately the central point within the territory described in the petitions.

*Second*—The track level at the crossing of the defendants' tracks over the tracks of the Illinois Central Railroad is thirty feet above the street level of Fifty-fifth Street, and a station could not have been constructed there except at an enormous expense, and on account of the great cost of construction and maintenance, it could not have been operated at a profit.

*Third*—That the public could not have been safely and properly served by a station at such a point.

*Fourth*—That the defendant road, the Pennsylvania Company, has a right-of-way limited in width over the Illinois Central tracks, and if a station could have been placed there, it would have necessitated spreading defendant's tracks and bridges over the Illinois Central tracks and right-of-way and building island platforms between the tracks of defendant for the accommodation of passengers, thereby depriving defendant of at least one track on its right-of-way and seriously interfering with the proposed ultimate development of its property.

The above four reasons are submitted by the Pennsylvania Company, but concurred in and substantially repeated by the Lake Shore & Michigan Southern Railway Company, as their reasons for the removal of depot.

The question for consideration is—how are the people of Grand Crossing served, what are their facilities for transportation at this time, and what effect has the removal of the station had upon the immediate locality of Grand Crossing? To determine that it will be necessary to look at considerable of the testimony offered. As to the transportation facilities at Grand Crossing, the record shows that the Illinois Central Railroad trains run during the busy hours at intervals of from five to ten minutes, and at reasonable times throughout the rest of the day. The Cottage Grove Avenue street cars may be taken at Seventy-fifth Street and South Chicago Avenue and reach the downtown portion of the city; there is also the Seventy-fifth Street car running in an easterly and westerly direction, and the South Chicago Avenue street cars by which South Chicago may be reached in about fifteen or twenty minutes.

The testimony of the witnesses, both for the petitioner and the defendants taken together, shows that the track elevation has been a benefit to Grand Crossing, and while the record does show a few vacant houses, and possibly some injured property immediately adjoining the elevation, which is always true, yet the entire testimony taken all together, shows it has been a great advantage to Grand Crossing, and that the great advantages that must necessarily accrue from such an elevation of tracks in the locality, would seem to be sufficient to overcome any inconvenience that might arise from the removal of the depot to a point twenty-eight hundred feet away.

As to the fourth proposition, considerable testimony was offered. Upon the part of the petitioner, Mr. F. E. Davidson testified that the location of the former depot was practical for the relocation of a new depot and that he had made a sketch and estimate for building the same. On pages 92 and 93 of the record he testified as follows:

"I prepared these sketches of which these are blue prints, utilizing the property south of Seventy-fifth Street and west of the Illinois Central right-of-way and east of the Nickle Plate right-of-way. The means

of getting to the Illinois Central would be by means of a tunnel underneath their track elevation accessible to the Lake Shore and Fort Wayne would be by means of a stairway up to proper level of the Lake Shore and Nickle Plate on the west line of the right-of-way of the Illinois Central and thus by means up to proposed island platform on the Pennsylvania and Lake Shore right-of-way through this tunnel which we propose to construct immediately west of the retaining wall of the Illinois Central. The freight and baggage business is proposed to be handled from the Illinois Central at the track level and the same way from the Lake Shore over to the third story of the building and thence down the elevator to team grade or waiting-room as the case may be. Covering this branch, leaving aside land values would cost approximately seventy-five thousand dollars."

According to the plans submitted, it will be necessary to build a tunnel two hundred feet long, ten feet wide and ten feet high, passing through a considerable portion of retaining wall built by the respective roads at the time of the elevation of the tracks, and in order to get from the depot to the elevated track, it would be necessary to pass through that tunnel, and from the first floor of the station the elevated tracks are approximately thirty feet—in other words it would necessitate climbing stairs a distance of thirty feet. The freight and baggage business, according to said plan, would be handled from the Illinois Central at the track level, and the same way from the Lake Shore over to the third story of the building and thence down the elevator to team grade or waiting-room, as the case may be. Under this plan the Lake Shore, Fort Wayne and the Illinois Central would be accommodated, but there is no provision for the accommodation of the Nickle Plate. This plan also contemplates having island platforms ten feet wide between the tracks of the Lake Shore and the Pennsylvania Company. During the hearing Commissioner Eckhart asked W. H. Scriven, General Agent and Superintendent of the Pennsylvania Lines, the following questions:

"It was testified here this morning by Mr. Davidson, I think, that he prepared a plan for a Union Station and the plan involved the construction of a tunnel two hundred feet long, as I recall, ten feet wide and ten feet high and the stairway of thirty feet for the accommodation of the passengers at that Union Station. Do you believe as a railroad man and an expert, in your judgment, that that kind of a station would be acceptable at this advanced day of building railroad station for the accommodation of passengers as a proper station for a Union Station and for the accommodation of the public?"

To which Mr. Scriven made the following reply:

"Mr. Eckhart, I would have probably the deciding vote in approving plans of that kind in my own division and my own territory and I say most emphatically I would oppose it in every possible way as not only being impracticable and undesirable but not in the line of present progress. To have a two hundred foot tunnel and stairway approach of thirty feet high I think it would be a blot on the escutcheon of the company like the Pennsylvania Company and be sorry ourselves forever after if we put anything in like it. Of course the cost is a consideration but the practicability and desirability and feasibility efficiency and accommodation of the public are the deciding factors and we cannot decide a general policy on one individual case like this; and when we talk about whether one station pays or another station pays, I presume our contention would be it would not pay to have two stations close to each other and the question I would decide is which of the two was the better one to serve all interests."

Mr. D. M. Craig, Civil Engineer of the Pennsylvania Company, was asked the following question:

"Is there any engineering reason why that tunnel described by Mr. Davidson could not be constructed?"

To which Mr. Craig made the following reply:

"Not an engineering reason, but you will notice that all the railroads in this work have provided for future facilities. The Nickle Plate has provided for four tracks just as we have planned for seven and the Illinois Central for many. The masonry has been built for two extra tracks for the Nickle Plate. Now that tunnel could not reach our tracks without disturbing the possibility of putting in two additional tracks. They have spent money for that and the masonry is there."

The following questions were also asked of Mr. Scriven and answered by him:

"Mr. Richards—Would it be possible to maintain two platforms here, ten feet wide—two island platforms?"

"A.—Well, I don't think our people would consent to operate with two ten-foot island platforms. We build our platforms sixteen feet wide. It is necessary to have that width in order to handle baggage trucks and scenery.

"Q.—Do you think ten-foot island platforms would be safe?"

"A.—No, I do not.

"Q.—Do you think it would be practical or feasible to handle a union station by tunnel ten feet high and ten feet wide?"

"A.—It is possible, yes.

"Q.—Do you think it would be practical or feasible to do a thing of that kind?"

"A.—No, I do not. In that way if there were many people that would not give room enough."

Mr. H. B. Reinsagen, Principal Assistant Engineer of the Lake Shore and Michigan Southern Railway, discussing the feasibility of a depot at this point, testified as follows:

"Witness—And the only way a station could be built on that piece of land to reach the right-of-way of the Lake Shore would be to construct a tunnel under the masonry which is now built—to tunnel through practically solid masonry for a distance of seventy feet on that long angle crossing under the masonry supporting the Nickle Plate Railroad and the construction of island platforms on the Lake Shore side—Lake Shore right-of-way. We don't have any authority or any reason for saying we could build a tunnel under the Nickle Plate. That would be something that would have to be determined. We don't own any property there, or the other side. We are practically eliminated from the construction of a station on that piece of ground. I would say it isn't feasible to build a depot for the Lake Shore Railroad.

"Q.—What about the construction of the proposed island platforms as affecting the ultimate development of our tracks?"

"A.—It would knock us out of two track space.

"Q.—That would mean that instead of having seven tracks we could never have more than five?"

"A.—Five tracks at that point. The reason I say that is an island platform should be thirty-five feet between track centers—that is our standard practice. But where we build a shelter shed we have to have sufficient space to permit passengers passing along there. We have some that are very close, but we regard them as dangerous and we figure now and have built in the last two years thirty-five feet and anything other than that would be unsafe.

"Q.—As a railroad engineer and with your experience, do you consider an island platform as described by Mr. Davidson would be a safe one to construct?"

"A.—I do not.

"Q.—What other objections are there, if any, that you have not already spoken of in regard to the construction of a station at this location to serve the Lake Shore?"

"A.—One of them is the great height which it is necessary to go, which is thirty-five feet above the present street grade at the intersection of the tracks—that would mean it would have to be done by

a long stairway which would be about eighty feet in length with many risers and it would be very undesirable, I should say, from a passenger standpoint, to have to climb that great amount of stairs and there would be a constant complaint and requests to put in elevators to lift people and I don't believe we could install enough elevators to take care of the rush of suburban business in the time they wanted to be handled. \* \* \*

"Q.—Have you made an estimate, and if so, what has it been in regard to the cost of a station at this point, if one were constructed?

"A.—Well, if it were feasible to build a station on that piece of ground, our estimate would be \$270,000. It provides for the building and construction of island platforms and shelter over the stairway leading to that platform. Construction of a tunnel under that immense mass of masonry under the Nickle Plate, which is seventy feet in length, the additional work required at Seventy-fifth Street, crossing the Illinois Central at Seventy-sixth Street, and the construction of retaining walls between the Lake Shore and the Nickle Plate to separate the traffic that would be required on account of the number of tracks and on account of the island platform.

"Q.—The situation on the Lake Shore is, I take it, very similar to the Pennsylvania Company with respect to the necessity of removing the bridges at Seventy-fifth Street, and also these other bridges on the Nickle Plate and the Illinois Central if an island platform was constructed?

"A.—It would mean, so far as the Lake Shore is concerned, it would mean the construction of an additional bridge. These bridges are deck girders and to make the two instead of pushing those girders over we would put in additional ones allowing the present bridges to remain."

Mr. Bulkley, attorney for the petitioners, asked the following question on cross-examination:

"What do you contemplate spending \$270,000 for? What is going to be built—on your estimates?"

To which Mr. Reinsagen replied as follows:

"Well, there is an item of grading and embankment to take care of additional width of right-of-way to widen out the tracks of the island platform. There is the false work for overhead, on account of the stairway and the tunnel. There is the concrete, the removal of the abutment and stairs of the Nickle Plate. There is the concrete in abutment required to be extended—in decks and piers, floor slabs on top of bridges; retaining walls north adjacent to the Nickle Plate; the construction of subway and stairway and canopy over the stairway and building the depot building itself; and temporary track work, spreading of track, temporary cross-overs during the construction of this work and signal work; service of watchmen, telephone, construction of switch shanty, all of which is involved in making such change as would be required to be to put in island platforms."

From the testimony above quoted, together with the entire record, it is manifest that the erection of a depot at what is known as Grand Crossing, will be extremely difficult as well as very expensive, and considering the manner in which it must necessarily be erected, if erected at all, it would be very unsatisfactory. It would hardly seem that any one would seriously contend that in a city like Chicago, and a growing community like Grand Crossing, an approach to a passenger depot, passing through a tunnel two hundred feet in length, ten feet wide and ten feet high, and thence ascend thirty feet by stairway, which would necessarily be eighty feet long, to board a train, would be satisfactory to the public. As stated by counsel for petitioner, it is the duty of the defendant roads to furnish accommodations to each community, but it is equally true, as stated by the courts, that in performing that duty, a wide discretion is vested in the railroad companies themselves regarding the location of stations. In 152 Ill., the Supreme Court says:

"A very broad discretion is vested in railway companies in the matter of locating and maintaining freight and passenger stations.

"If a railroad company makes reasonable provision for the accommodation of the people of a village by a station a short distance beyond the limits of the village, that will be sufficient.

"A railroad company will not be compelled to locate a station at a point where the cost of maintaining the same will exceed the profits resulting therefrom."

In the case of the Mobile & Ohio R. R. v. People, 132 Ill., the court discussed this subject at some length; this was a petition for a mandamus by the Attorney General to compel the defendant road to furnish and restore station facilities to the village of Hodges Park and to operate a sufficient number of passenger trains upon and over its lines of railroad to accommodate the residents of Hodges Park. In that case the railroad company abandoned the original station and built another twenty-eight hundred and fifty feet north of the former station at Hodges Park. The lower court allowed the writ to issue. The Supreme Court reversed it and, among other things, says:

"Railway stations for the receipt and discharge of passengers and freight are for the profit and convenience of both the company and the public. Their location at points most desirable for the convenience of travel and business is alike indispensable to the efficient operation of the road and the enjoyment of it as a highway for the public. Necessarily, therefore, the company cannot be compelled, on the one hand, to locate stations at points where the cost of maintaining them will exceed the profits resulting therefrom to the company, nor allowed, on the other hand, to locate them so far apart as to practically deny to communities on the line of the road reasonable access to its use. The duty to maintain or continue stations must, manifestly, rest upon the same principle, and a company, cannot therefore be compelled to maintain or continue a station at a point, when the welfare of the company and the community in general requires that it should be changed to some other point; and so we have held that a railway company can not bind itself, by contract with individuals, to locate and maintain stations at particular points, or to not locate and maintain them at other points."

The principles involved in this case before us and the one just quoted from, are the same. Grand Crossing received its name on account of the large number of grade crossings at that particular point. This grew in size, traffic increased and the community began to build up around the crossings to such an extent that the grade crossings became exceedingly dangerous, and for the good of the public, and especially for the community of Grand Crossing, these roads were required to separate their grades in such a manner that there would not be any grade crossings at any point within the immediate vicinity of Grand Crossing, and to that end the Illinois Central Railroad Company elevated its tracks over the street railways and streets, and the other roads were required to elevate their tracks over the Illinois Central Railroad; this the record shows was a very expensive undertaking, but the work accomplished is a great credit to the railroads, as well as benefit to the entire community around Grand Crossing. In making these improvements it became necessary to remove the depot from its former location, and to locate it twenty-eight hundred feet farther to the north. Several reasons are given by the defendants for this change. It will accommodate more people, being at the junction of the several street railways leading out of and into the city, than the former location. The location is much more accessible and depot can be built with much less expense. This, of course, is denied by the petitioners and there is considerable conflict in the testimony as to just what the results would be, and while we can appreciate the great desire of the people living immediately at Grand Crossing, to have the depot rebuilt at the former location, we must take into consideration, in determining the question, all the facts and circumstances surrounding the entire situation. A careful investigation of the territory referred to in the evidence, is sufficient to convince us that at no distant day the entire territory in the locality of the proposed new location for the depot, will be more thickly settled than it is immediately at Grand Crossing, and while the elevation of the tracks may have in a

way, injured a few pieces of property in the immediate vicinity, that is always true when tracks are elevated. It is equally true that the entire vicinity has been greatly benefited by the elevation of these tracks, and applying the principles adopted by the courts in cases of this kind, the Commission is of the opinion that there are not sufficient facts to justify the Commission in making an order in relation to the relocation of the depot.

The very able manner in which this case was presented to the Commission by the respective parties, and the great importance of it, has caused the Commission to give it very careful consideration, and after such consideration, the Commission has reached the conclusion that the prayer of the petition should be denied.

From the record in this case and from personal observation and investigation of the situation, the Commission believes that it will only be a short time until conditions have so adjusted themselves, that it will be conceded that the change has been for the best for all concerned. An enterprising community like Grand Crossing cannot be injured permanently by the removal of a depot twenty-eight hundred feet. Incidentally there have been some questions of suburban service raised during the hearing of this case, but that would necessarily have to be considered separately from the subject as presented in this proceeding. It will therefore be understood that no question of suburban service has been determined in this proceeding; the only question determined by the Commission, under the record made herein, has been whether or not the depot abandoned by the respective roads at Grand Crossing, shall be restored. Any other questions which may be incidental to that, are not passed upon by the Commission.

The Commission being fully advised in the premises, it is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition for the relocation of the depot of the defendant roads at Grand Crossing and the building of a depot at that point be, and the same is hereby denied.

The Commission finds, that everything considered, this community is reasonably well served by the defendant roads with depot facilities.

Petition denied.

By order of the Commission this 31st day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2078

Railroad and Warehouse Commission, ex rel  
F. T. Epperson, Complainant

v.

Louisville & Nashville Railroad Company, Defendant

*In re depot facilities at Delafield, Illinois*

In this case the question is raised by the defendant road that this Commission has no power or authority to direct or order a depot at Delafield, Ill., for the reason that it is not an incorporated town or village having a population of two hundred or more inhabitants. This being an important and fundamental question, we give our first attention to it.

The Railroad and Warehouse Commission was first created in Illinois under the Act of the General Assembly of 1871. Under that Act the duties of the commissioners were confined to the acquisition of information in relation to railroads and warehouses, from reports required to be made to them, from their own personal investigation, and from the examination of witnesses; the compilation of this information in an annual report; and the instigation of criminal prosecutions for violation of the law in relation to railroads and warehouses.

Two years later the Commission was authorized to fix reasonable maximum rates for railroad transportation. The scope of the authority of the commissioners continued substantially the same until 1887. At that time the duty of investigating railroad accidents and the condition of tracks and bridges was imposed upon them, and they were empowered to recommend repairs and improvements therein, and courts were authorized upon application of the Attorney General to enforce compliance with such recommendations. The latter statute provided for a previous hearing before the commissioners, upon notice to the company, as to whether an improvement should be recommended or not. Thus by this statute the status of the Commission was advanced from that of a clerical office for the collection of information and the communication of the same to other governmental authorities, to that of a body itself exercising administrative functions involving judgment and discretion. From this time until 1911 the powers of the Commission continued about the same.

By an Act of the General Assembly passed in the year 1911, giving additional powers to the Railroad and Warehouse Commission, a radical step was taken. The regulation of transportation facilities in Illinois was thereby put in the hands of an administrative body capable of enforcing the rights of the public to adequate and economical means of transportation, in the manner most effectual, but, at the same time, least burdensome to the companies engaged in furnishing the same.

Bearing in mind this preliminary statement, we are the better enabled to interpret the terms of the present Act. The Act of 1911 viewed as a whole, gives to the Railroad and Warehouse Commission a vast field of new duties and new powers—administrative, quasi-legislative and quasi-judicial.

Section 20 of the present Act reads as follows:

"Said Railroad and Warehouse Commission is hereby given jurisdiction over all common carriers within this State."

It will be noted that section 20 says that the Commission is given "jurisdiction" over all "common carriers" within this State. Is the right and power to order the establishment of depots included in this expression?

The Act itself does not in terms define the word "jurisdiction."

Section 21 defines in specific terms the word "common carriers," as intended to apply to all agencies engaged in supplying transportation, and specifically mentions "railroad corporations."

Section 22 defines the term "railroad," when used in section 21 as well as elsewhere in the Act, as including "equipment," "depots," and "terminal facilities of every kind," "also all passenger or freight depots, yards \* \* \* and grounds used by any railroad in the transportation of passengers or property."

Section 23 of the Act defines the word "transportation," as used in section 22, as including among other things "all instrumentalities and facilities of shipment or carriage \* \* \* and all service in connection with the receipt, delivery, \* \* \* storage, and handling of property transported."

It is a rule well understood that where the definition of a word used in one section of the statute is defined in another section, the former section should be interpreted by reading the definition into it.

"A definition incorporated in a statute is as much a part of the Act as any other portion. It is imperative. The right of the Legislature to prescribe the legal definitions of its own language must be conceded." (Black on Interpretation of Laws 2d ed., par. 89, quoting from *Harold v. State*, 21 Neb., 50, 31 N. W., 258.)

"The right of the Legislature enacting a law to say in the body of the Act what the language used shall, as there used, mean, and what shall be the legal effect and operation of the law, is undoubted. If they have mistaken the meaning of the word, they have used, when read in their ordinary and popular sense, or as legally and technically understood, still they may, in terms, declare what the law shall be for the future, under and by virtue of the terms employed." (Ibid., quoting from *Farmers Bank v. Hale*, 59 N. Y., 53, 62.)

"Further, where an interpretation clause provides that a certain word shall *include* certain things, this does not necessarily exclude all other things beside those enumerated. *The object of such a definition is to give the word a more extensive signification than it would otherwise bear*; but if there be any other thing, to which the word would ordinarily be applied with propriety, it is not to be excluded. 'An interpretation clause is not meant to prevent the word from receiving its ordinary, popular, and natural sense, whenever that would be properly applicable, but to enable the word, as used in the Act, when there is nothing in the context or the subject matter to the contrary, to be applied to some things *to which it would not ordinarily be applicable*.'" (Ibid., citing *Ex parte Ferguson*, L. R., 6, Q. B., 280; *Jones v. Cook*, L. R., 6, Q. B., 505, and quoting from *Robinson v. Local Board of Barton—Eccles*, L. R., 8, App. Cas. 798.)

Apply these rules of construction to the sections under consideration. Incorporating the definition of "common carriers" contained in section 21 into section 20, and we have:

Said Railroad and Warehouse Commission is hereby given jurisdiction over (inter alia) all railroad corporations.

Further apply this rule by amplifying this word "railroad" by including its definition contained in section 22 and we have:

Said Railroad and Warehouse Commission is hereby given jurisdiction over (inter alia) all railroad corporations, including every railroad (other than a street railroad), with all depots, and terminal facilities of every kind used or operated by any such railroad, and also all passenger and freight depots, yards and grounds used by any railroad in the transportation of passengers or property.

Once more apply this method of interpretation, and again further amplify our last reading of section 20 by including therein the definition of "transportation" furnished by section 23, and we have:

Said Railroad and Warehouse Commission is hereby given jurisdiction over (inter alia) all railroad corporations, including every railroad and terminal facilities of every kind used or operated by any such railroad, and also all passenger or freight depots, yards and grounds used by any railroad in the transportation of passengers or property, including *all service* in connection with the receipt, delivery, storage and handling of property transported.

For the purpose of demonstrating that section 20, as thus amplified, has had nothing added to it by the Act, let us put into quotation marks all the words that are found in all four sections. The section then reads:

Said Railroad and Warehouse Commission is hereby given jurisdiction over (inter alia) "all railroad corporations," including "every railroad, other than a street railroad, \* \* \* with all \* \* \* depots \* \* \* and terminal facilities of every kind used or operated by any such railroad in the transportation of property," and "all passenger or freight depots, yards \* \* \* and grounds used by any railroad in the transportation of passengers or property," and "all service in connection with the receipt, delivery \* \* \* storage and handling of property transported.

This interpretation shows conclusively that the Commission is given jurisdiction over *depots*.

Not only does common sense and the ordinary meaning of language imply that "jurisdiction" over "depots" includes jurisdiction over the *establishment* of depots, but there is also other language in the statute sufficient to cover that.

Having reached the conclusion from the construction of the statute, that the Commission has jurisdiction over depots, the next inquiry which arises is, what is "jurisdiction," and before resorting to outside authorities for a knowledge of what this jurisdiction is that is conferred by this Act upon



this Commission, it is well to examine section 24 of the Act as throwing considerable light upon the subject. It provides:

"It shall be the duty of every common carrier, *subject to the provisions of this Act*, to provide and furnish such *transportation* at reasonable rates upon an *order* made by the Railroad and Warehouse Commission, upon proper *application* and proper *showing of the necessity* therefor, upon a *hearing* before said Commission."

On a hurried reading, this section might seem to apply only to rates. When we consider, however, the many things that are to be understood as included wherever the word "transportation" is used, its significance at once appears to increase in importance. We will set forth section 24 with section 22 read into it:

"It shall be the duty of every common carrier" (including a "railroad" according to section 22) "subject to the provisions of this Act, to *provide* and *furnish* such transportation, "including such 'cars and other vehicles and all instrumentalities and facilities of shipment or carriage \* \* \* and all service in connection with the receipt, delivery and transfer in transit, refrigeration or icing, storage and handling, of property transported," "at reasonable rates upon an order made by the Railroad and Warehouse Commission, upon proper application and proper showing of the necessity therefor, upon a hearing before the Commission."

Under this section the Commission has power, upon a proper showing of the necessity therefor, to order a railroad company to furnish "service in connection with the receipt, delivery, storage and handling of "freight" ("property transported.") Proper "service" might well and does include a freight depot, station agent, and all or a part of the ordinary facilities of a depot and freight house.

This leads to the next inquiry; from the language used and the conclusion reached, what is the meaning of "service?" State v. Corvallis, 117 Pac., 980 (Sup. Ct. of Oregon, 1911), in discussing this question the court said:

"A legislative assembly by a proper enactment can compel a railroad company to erect and maintain reasonably suitable structures for the benefit or convenience of the public." (Citing: Beale v. Ulyman R. R. Rate Reg., par. 224; 2 Elliott Railroads, 2d ed., par. 762; Com. v. Eastern Ry. Co., 103 Mass., 254; R. R. Com. v. Portland, etc., Ry. Co., 63 Me., 269.)

"The duty of erecting suitable depots having been imposed by an Act of the legislature, the power to determine when the enactment shall be enforced at a given place may lawfully be delegated to a railroad commission." (Citing: Minn. & St. L. Ry. Co. v. Minn., 193 U. S., 53.)

"The construction of a suitable depot at a station would be of little value to passengers and shippers, unless the carrier kept at such a place, for a reasonable time before and after the arrival and departure of trains, an agent with whom the public could transact business relating to railroad traffic. The duty to maintain a representative at the place and times indicated is a service which a railroad company owes, and the performance of which may be compelled. We believe that the word 'service,' as used in the Railroad Commission Act, is expansive enough in its application to include the engagement by a common carrier of a *station agent*, the employment of whom may be enforced by order of the Commissioners."

Section 31 of the Act provides:

"The Commission is hereby empowered and authorized to hear and *determine* all questions arising under this Act, upon giving due notice, etc."

We do not understand that the power given to the Commission by section 30 is to be limited to securing the safety and accommodation of passengers and goods while in the cars. On the contrary, it is our opinion that the words "being transported" were inserted for the purpose of designating the "persons" and "property," which the section refers to and not as limiting the power of the Commission to provide for the safety and

accommodation of such persons during the time only that they are on the cars in motion. In our judgment the words "persons and property being transported" mean precisely the same thing as "passengers and baggage, express matter and freight."

The duty of the company to a person presenting himself to be carried commences at least as soon as he steps upon the grounds of the company with the intention of becoming a passenger, and continues after he has left the trains and until he has by some safe means of exit arrived upon the public street.

Our opinion as to the meaning of the phrase "persons and property being transported" is strengthened by the belief that the word "transported" as here used, was intended to be given the same broadly inclusive sense, as is ascribed to the term "transportation" by the definition contained in section 23.

As we interpret the Act, the conclusion appears irresistible, that as far as the Act itself goes, the Commission has the power to establish stations, to order depot buildings to be built at stations, and to prescribe the accommodations and service to be furnished at stations and in depots, for both passengers and goods.

There are several Acts upon the statute book prior to Act of 1911, in relation to the Fencing and Operating of Railroads, some of them passed in 1874 and amended in 1899, each of which Acts as amended, bear indirectly upon the subject under consideration, and some of them directly. The provisions compelling a railroad company to stop trains at county seats and at all places advertised as stopping places on their schedules, were the only provisions contained in our statutes on that subject prior to the time the amendments of 1911 to the Railroad and Warehouse Commission Act were passed, and the Act of 1877 compelling railroad companies to build depots at all regular stopping places where there were villages or towns of two hundred or more inhabitants, was the only provision compelling a railroad company to build depots.

It may be contended that section 36 of the Act of 1911 repealed all other Acts, as the section reads:

"All Acts and parts of Acts in *conflict herewith*, are hereby repealed."

And these prior provisions with reference to stopping trains, building depots, and heating and warming them, in conflict with the Railroad and Warehouse Commission Act as amended in 1911.

We are of the opinion that these prior Acts are not in conflict with the latter Act and are now in full force and bind the railroad companies to stop trains regularly at county seats, as provided by the statute, and at places shown as regular stops on their time schedules; to maintain depot buildings for passengers and freight at all regular stops where there is a town or village having two hundred or more inhabitants; and where they maintain depot buildings to keep them open, lighted and warmed before and after departure of trains. On the other hand we do not consider these provisions as *limitations* on the power, given the commissioners by the Act, to regulate the establishment of stations (regular stopping places for trains) and the building of freight and passenger depots, and the service and accommodations that shall be furnished to the public at such depots.

In the first place this clause repealing all Acts in "conflict" therewith really adds nothing to that force of impliedly repealing all prior laws in conflict with it, which that Act would have had without it.

In *Fowler v. Perkins*, 77 Ill., 271 at 274, the Supreme Court announced the rule of construction of statutes as follows:

"The rule of construction on this subject of statutes has been accurately stated, as we understand it, in *Brice v. Schuyler, et al.*, 4 Gilm., 221. It was there said, 'If there be two affirmative statutes, or two affirmative sections in the same statute, on the same subject, the one does not repeal the other if both may consist together, and we ought to seek for such a construction as will reconcile them together.'"

These statutory provisions may well stand as general rules governing the establishment of stations and the building and maintenance of depots. They are not of a harsh nature so far as the railroad is concerned. It is

obvious that they furnish very inadequate protection to the public in many instances. There might be a place on a railroad line midway between two large and populous towns and the line might pass between them without touching or passing the corporate limits of either town. Here is an instance that is not covered by either prior statute, and which in absence of the provisions of the present Act enlarging the powers of this Commission, would be beyond the power of the courts to relieve against. The instance supposed would furnish a very plain case for the interference of the Commission. Yet the fact that there are innumerable instances where the Commission has authority to order the establishment of stations and building of depots, where the courts had no authority to act before the present law was passed, does not in the least tend to show that the Railroad and Warehouse Commission Act and the prior statutory law conflict.

On the contrary the existence of general affirmative rules enumerating certain plain cases where trains must be stopped and depots built, lighted and warmed, can operate in perfect harmony with the power vested in the Commission.

We have previously stated that these prior statutes are not limitations upon the power of the Commission, yet they are in a restricted sense a limitation on the power of the Commission, yet they are in a restricted sense a limitation on the power of the Commission to act negatively but not on its power to act affirmatively. The Commission may not *relieve* either railroad companies generally, or in particular instances, from performing their duty to stop their trains and furnish depot facilities where a prior general statute has imposed that duty.

In so far as the Commission, as now constituted, may be said to have had delegated to it legislative or quasi-legislative functions to perform in addition to its administrative duties, its power to prescribe rules and regulations governing this subject is confined to carrying out a general scheme devised by the Legislature. The scope of the scheme is to be determined, primarily from the Act creating the Commission, and the amendments thereto, and, secondarily, from the prior and contemporaneous general statutory law on the subject covered by the Act. The Legislature, however, may from time to time pass other laws of a general nature modifying this scheme, and it cannot abrogate that power. In other words the point we wish to make clear is—that the comprehensive authority of regulation and control, that is confided in the Railroad and Warehouse Commission by the Act as now amended, is intended to cover the whole field of regulation of railroad transportation and service except that part of the field which the General Assembly has appropriated to itself by prescribing positive duties to be performed by the railroads in certain circumstances. The fact, that the General Assembly has affirmatively prescribed certain duties to be performed by the railroads under certain circumstances, does not absolve them from the performance of the same duties where under other circumstances the Commission sees fit, in the exercise of a reasonable discretion, to order them to perform such duties.

Adopting this construction of the law which we believe to be a proper construction, the Commission holds that it has jurisdiction of the subject matter, and power to prescribe and determine at what place a railroad company shall stop its trains and establish a station; that it has power to order a station discontinued at one place and established at another, but that it does not have power to order a station at a county seat discontinued or removed to a point beyond the corporate limits, as provided by the statute; that it has power and authority to order a depot built, where in the exercise of reasonable judgment, the accommodation is necessary for the benefit and convenience of the people of that particular locality, and for that reason should be furnished by the railroad company, even if such location should be elsewhere than in an incorporated village or town having less than two hundred inhabitants, or whether there be any incorporated village, city or town whatever, but that it cannot relieve the railroad company from furnishing such depot facilities as are required by provisions of the statutes, and for the reasons given above the Commission holds—that it has authority and power to order a depot at Delafield, although the same

is not an incorporated village of two hundred or more inhabitants, if the Commission finds that the conditions at such locality are such as to require, for the benefit and convenience of the community, such depot facilities.

Turning now to the other phase of the issue, we find from the record that Delafield is a small village unincorporated, about five and one-half miles west of McLeansboro and about six and one-half miles east of Dahlgren, leaving a distance between McLeansboro and Dahlgren of about twelve miles with no depot facilities.

The record further shows that there are probably one thousand people within a reasonable distance of Delafield who would use that place for passenger and freight service if suitable accommodations were provided therefor. There are several business houses, as the record shows at Delafield and the village is surrounded by a good agricultural country.

The testimony on the part of the complainant shows there were 254 carload lots of freight received and shipped at that point during the last year, and according to the testimony of the defendant road 234 carloads were received and shipped at that point. It also appears that during the past year there was shipped an average of 935 pounds local freight out and 1,166 pounds of local freight received daily. The record also shows that during the month of December, 1912, there were 186 passengers out; in January, 1913, 297 passengers; in February, 293 passengers; in March, 271 passengers; in April, 210 passengers, and in May, 242 passengers. The passenger traffic either in or out of a place which has no depot facilities, is hardly a fair statement as to what the passenger traffic might be with proper facilities. There is no question but that both passenger and freight traffic will materially increase with proper facilities at Delafield.

In brief of the defendant road it was suggested that as the Commission desired to get at the facts from an entirely disinterested view point, that it send a representative to Delafield to examine into the entire situation and surrounding country, and thereby advise itself of the exact situation.

This suggestion appealed to the Commission and it immediately sent a representative to Delafield with instructions to investigate the situation and make report. From this report we find that the village consists of three stores, one blacksmith, one grist mill and two warehouses for storage of baled hay and thirty-one residences, all occupied, at the present time; there is also a school, employing two teachers, and one church.

The report further states that the surrounding country is thickly settled and one of the most prosperous farming communities in Southern Illinois: that the public highways leading into Delafield are very good and practically level for four or five miles in each direction; that there is a German settlement about two and one-half miles northeast of Delafield called Piopolis, which has one large general store. The town of Belle Prairie, six miles northeast of Delafield, has four stores, a flour mill, a bank and two churches, with a population of about one hundred people.

The report further shows that all of the less than carload freight for Piopolis and Belle Prairie is billed either to McLeansboro or Dahlgren and is hauled by wagon to destination. The report further states that it would be a great deal more convenient for this entire locality if a depot and station agent were located at Delafield, as the wagon haul would not be so great and is over a level country, while the roads leading into McLeansboro and Dahlgren are over a hilly part of the country and the roads are usually bad at the time of year when most of the hauling is done.

The report further states that there is no platform for loading or unloading—no shelter of any kind whatever, and that any person having car of stock, hay or other freight to ship, has to flag the freight train, notify the conductor that a car is desired, and then wait until a car is placed for loading. He has no means of knowing, when a car is set, whether it is for him or someone else, and the first shipper that loads the car apparently has the right to it, whether he is the person that ordered it or not. The report further finds that shippers frequently wait a week or more for a car, and are then informed from one of the nearby stations that there is no record on file of his order.

The report further shows that when shipping less than carload lots from this point, the shipper is compelled to wait for local freights, which

are frequently late, to have his bill of lading signed by conductor. All express matter consigned to people living in this locality must either be billed to McLeansboro or Dahlgren, which necessitates consignee driving to one or the other of these places.

It further appears from this report, from interrogation of citizens of that community, that if a depot were located at Delafield, most of the passenger and freight business from Belle Prairie and Piopolis, as well as a goodly portion from Macedonia, a village of some three hundred inhabitants, would be taken to Delafield.

The Commission is of the opinion from the entire record in this case as presented by the respective parties together with report of its own representative, that the people of Delafield are entitled to depot facilities. From the record we find that Delafield is located in a thickly settled community with several inland towns nearby that could be served much better by depot facilities at Delafield on account of the general lay of the land and better public highways leading to Delafield than lead to McLeansboro or Dahlgren.

It is therefore ordered, adjudged and decreed by the Commission that the defendant road, the Louisville & Nashville Railroad Company be, and the same is hereby directed to furnish to this Commission by September 1, 1913, plans and specifications for a depot at Delafield, Ill., for the examination and approval of the Commission, and that such depot shall be completed for use on or before January 1, 1914.

By order of the Commission this 31st day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2074

Railroad and Warehouse Commission, ex rel  
Lincoln Sand & Gravel Company, Complainant

v.

Illinois Central Railroad Company, Defendant

*In re complaint of discrimination in demurrage charges on cars, also of excessive switching charge*

The preliminary statement in the complaint in this case reads as follows:

"That we protest against the above named Illinois Central Railroad Company charging demurrage on cars furnished this company for shipping our materials, for the following reasons:"

It will be noted that the complaint charges that the Illinois Central Railroad Company is unlawfully charging demurrage on cars furnished complainant for shipping its material, namely, sand and gravel, and for the following reasons:

"First—That empty cars placed for loading coal at mines or sidings or coke at coke ovens are under the demurrage rules exempt from demurrage charges. As we use the same class of cars, it is an unjust discrimination against us as shippers of sand and gravel and like commodities."

This paragraph charges unjust discrimination against complainant for the reason that empty cars are placed for loading coal, and that under the rules of the defendant company, such cars are exempt from demurrage charges, while cars placed at the sand pit of complainant, under the rules of the defendant company, are subject to demurrage charges. It is insisted that the character of the business is such, and the equipment used for the transportation of coal and sand is such, that the same rules should be applied to both. This contention must be considered from a practical viewpoint. The record shows, and we would take judicial notice of that fact, that sand is not a staple product like grain or coal, which products are sold upon the open market at all times and for which there is continuous demand.

The sale of sand must in the very nature of the business be more of a specialty. It is an article mostly contracted for in advance of shipment for the reason, as the record shows, that it cannot be stored, but must be taken from the pit and put in the car; hence cars are rarely ordered except for immediate shipment. Coal mines, under a rule accepted by both the operators and the common carriers, have a rating which is a guide to the railroad company in furnishing cars; under this rule the shipper has no authority to order cars without limit, but is confined to his rating and the cars are set in upon that order. If his order is for ten cars and ten cars is the capacity of the mine, and ten cars are set in but he loads only five cars, and orders ten cars for the next day, the railroad company is not required to furnish more than five cars, as the five cars left over the previous day are counted against him as cars furnished for the next day. No such regulation can be enforced against any shipper of sand, and there is no rule made fixing a limit for ordering cars for shipment of sand for the reason that there is no rating of sand pits, and the shipper of sand is therefore upon an equality with the shipper of live stock and commodities of that kind, and is expected to order cars when he needs them, and to load them promptly and ship them out. Under the rules adopted and in force in this State, the railroad company cannot say to the sand shipper that his order exceeds the capacity of his sand pit, while the railroad company can say to the coal shipper that his order exceeds the rating of his mine. The record further shows that shipments of sand are only for parts of the year, while coal is shipped continuously. Without entering further into this controversy, it is sufficient to say that in the judgment of the Commission, the difference in the character of the business is so well recognized, as to justify the rule for demurrage as applied by the common carriers, and that the application of such rule, as hereinabove stated, would not be discrimination against the complainant.

Hurd's R. S. 1911, Sec. 2, Chap. 114, p. 1835, provides *unjust discrimination* is committed when any railroad company,

"Shall make any unjust discrimination in the rates or charges of toll or compensation for the transportation of passengers of any description or for the use and transportation of any railroad car upon its road or upon any of the branches thereof, or upon any railroad connected therewith which it has a license or permission to operate, control or use within this State."

It will be noted that the above section applies to transportation, and it being agreed by counsel in this case that demurrage is not a part of transportation, and as the Act in relation to *unjust discrimination* in our statute applies wholly to transportation, for that reason, if for no other, the charge in the first paragraph of complaint must necessarily fail as to the matter of demurrage.

The second paragraph of said complaint is as follows:

"The cars furnished us by the Illinois Central Railroad Company are in such a condition as to necessitate their being set in on the tracks in that section of our pit yard which is devoted to the cleaning and repairing of cars. Almost all cars received by us must be repaired before we can use them. This takes time and costs considerable money, and demurrage in part accrues on account of the condition of the cars given us."

It will be noted that this paragraph charges that the cars received by the complainant are in such condition when received that they must be repaired before complainant can use them, and that it costs considerable money and takes considerable time for complainant to make such repairs, and while making such repairs, the defendant company charges demurrage upon such cars, which charge of demurrage on account of such repairs, is unjust.

The law imposes the duty upon the defendant company of furnishing suitable equipment for the purpose for which such equipment is desired, and if it does not do so, the complainant may return such cars to the defendant company, or the complainant may repair such cars, in such a way as to enable him to use such cars for the transportation of product

desired to transport, and for the time required by the complainant to repair such cars, the defendant company would not be authorized to charge demurrage and should not do so. Such time as is necessary for the complainant to repair such equipment, if he sees fit to do so, cannot lawfully be counted as a part of the "free time" allowed the complainant for such equipment, and any charge for demurrage, made covering that period of time, would be unlawful. However, the receiver of such car or cars should, within the "free time" allowed, notify the common carrier of the condition of such car or cars.

The third paragraph of said complaint is as follows:

"We use the coal cars at a season when they are not used in the shipping of coal and the railroads have a surplus of cars which would stand idle on their sidings if not used by us or similar shippers."

While it appears from the record that the statement in the third paragraph is in a large measure true, yet in our judgment, it constitutes no legal grounds for complaint against the defendant company.

The fourth paragraph of the complaint is as follows:

"Very often cars are set in on our siding in such a bad state of repair that we are obliged to return them to the railroad company. We sometimes are unable to switch these cars out so as to even return them to the company until demurrage has accrued. We receive all cars on our sidings and do all our own switching and delivery of cars to the railroads on their tracks."

This paragraph is substantially a re-statement of the second paragraph, and we repeat that cars furnished by the defendant company in such a condition that the complainant does not desire to use them and does not use them, demurrage should not be charged against the complainant.

The fifth paragraph of said complaint is as follows:

"There is also a feature of our business which should be taken into consideration, namely: That the railroad company receives a larger sum in freights on material shipped by us than we receive for the material itself.

"We give you figures covering a period from March 27 to October 1, 1912, for consideration. We can furnish figures up to date if requested.

"Invoice value of shipments made by us..... \$17,688.21

"Freights paid to railroad company based on rates to the respective points to which shipments were made..... 24,495.30

"Excess of freight over invoice value of material..... 6,307.09

"Find attached list of 1,057 cars, which we repaired at an average cost of \$1.076 during the period from March 27 to October 1, 1912. These cars were received from the Illinois Central Railroad Company, loaded with our material, and shipped to their different destinations."

The first part of said paragraph charges that the railroad company receives a larger sum in freights on material shipped by complainant than the complainant receives for the material, and insists that this feature of the business should be taken into consideration in determining the merits of the case.

While it is true that it is an element that might be considered, it cannot have any legal bearing upon the question at issue in this case.

This same paragraph refers to list attached, showing average cost of repairing 1,057 cars from March 27, 1912, to October 1, 1912, and charges that these cars were received from the Illinois Central Railroad Company, and loaded by the complainant and shipped over the defendant's road to their several destinations.

While the record shows that these repairs were made from time to time on these cars, and there is no contradiction of that fact, yet this Commission has no power or authority to allow or reject such claims, and if the complainant has a cause of action against the defendant road, it is not before this Commission, but necessarily in the courts.

The case of Harrigan Brothers v. Wabash R. R. Co. is cited to sustain the views of complainant as to discrimination on account of the demurrage

charge made against said cars delivered for sand and gravel transportation, while such charge is not made on cars for shipment of coal. The question presented in that case was, whether or not shippers must be served without discrimination, with switching facilities; the question of demurrage or general transportation was not involved. In that case the Commission said:

"The question is clearly presented in the record whether or not a road may switch for some persons or shippers and refuse to switch for others; whether it may accommodate some patrons upon a convenient track and arbitrarily exclude others from the same privilege, making them go for their goods or material to another track less convenient.

"We believe that the position of the respondent that they have a right to receive from and deliver to some parties upon this "Y" and refuse the petitioners herein is wholly untenable. The principle of the law is fundamental that railroads being public carriers must treat all persons under similar circumstances alike. They must accommodate all who make application for the same kind of service in the same manner, extending favors to none and excluding none from equal participation in the use of their facilities. Railroads perform a public service and are called upon to exercise it impartially for every member of the public they are called upon to serve."

The above language can in no wise be applied as sustaining the views of the complainant as to discrimination regarding demurrage.

As to the question of extortion submitted, it is sufficient to say that all of the rates complained of are within the Illinois Commissioners' Maximum, and under the law as construed by our courts, cannot be considered extortionate.

The complaint further charges discrimination by the defendant road in that it charges the complainant for switching its cars within the switching limits of the city of Lincoln, \$5 per car, while the rule of the Railroad and Warehouse Commission makes a maximum charge of \$4 per car; discrimination by the defendant road is also charged on account of refusal to switch cars to what is known as the Collar Factory switch, which is within the switching limits of the city of Lincoln and not more than two hundred yards from the switch of complainant, unless the complainant pays the defendant road twenty-seven and one-half cents per ton, while same should be switched at the rate of \$4 per car.

The complainant charges that the defendant road refused to transport sand and gravel from the pit of complainant to the State Institution without the payment of twenty-three and one-half cents per ton, while not only coal but other items of commerce used by the State institution are transported by the defendant road at \$4 per car. Both Mr. Jones and Mr. Sterling stated that the rate of twenty-three and one-half cents per ton prevented them from furnishing sand and gravel to the State institution. Mr. Jones further testified that the defendant road refused to handle any sand and gravel to the State institution for less than twenty-three and one-half cents per ton, a distance of three-quarters of a mile, while they are charging coal companies only \$4 per car for switching coal a like distance. Mr. Wallace, agent of the defendant road at Lincoln, testified that the Lincoln Sand & Gravel Company were charged the Illinois distance tariff for the service that other shippers are charged only a switching charge for. This same witness testified that there is no difference in the service performed by the defendant company in moving sand and gravel or moving coal to the State institution.

The record herein shows that gravel is only about one-fifth the value of coal, yet the record herein further shows that the complainant is charged twenty-three and one-half cents per ton for the same switching movement that other shippers are charged only \$4 per car for.

The reasons for this difference offered by the defendant road are two:

*First*—That the shipments of sand are only occasional, and the difference is for that reason justified.

*Second*—That as to the State institution, it is only a consumer, and the difference is therefore justified.



Neither of these reasons, in our opinion, is a justification for the difference in the rates charged. The principle announced by the Commission in the case of Harrigan Brothers v. Wabash R. R. Co., and hereinabove quoted, in our judgment, applies to this case as to discrimination in switching rates as charged by the complainant.

The Commission therefore finds that the said defendant, the Illinois Central Railroad Company should apply the same switching rate in said switching district in the city of Lincoln for the complainant that it applies to other shippers and other commodities in the same territory.

By order of the Commission this 4th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2073

Railroad and Warehouse Commission, ex rel  
Lincoln Sand & Gravel Company, Complainant  
v.

Chicago & Alton Railroad Company, Defendant

*In re complaint of discrimination in demurrage charges on cars*

The preliminary statement in the complaint in this case reads as follows:

"That we protest against the above named Chicago & Alton Railroad Company charging demurrage on cars furnished this company for shipping our materials, for the following reasons."

It will be noted that the complaint charges that the Chicago & Alton Railroad Company is unlawfully charging demurrage on cars furnished complainant for shipping its material, namely, sand and gravel, and for the following reasons:

"First—That empty cars placed for loading coal at mines or sidings or coke at coke ovens are under the demurrage rules exempt from demurrage charges. As we use the same class of cars, it is an unjust discrimination against us as shippers of sand and gravel and like commodities."

This paragraph charges unjust discrimination against complainant for the reason that empty cars are placed for loading coal, and that under the rules of the defendant company, such cars are exempt from demurrage charges, while cars placed at the sand pit of complainant, under the rules of the defendant company, are subject to demurrage charges. It is insisted that the character of the business is such, and the equipment used for the transportation of coal and sand is such, that the same rules should be applied to both. This contention must be considered from a practical viewpoint. The record shows, and we would take judicial notice of that fact, that sand is not a staple product like grain or coal, which products are sold upon the open market at all times and for which there is continuous demand. The sale of sand must in the very nature of the business, be more of a specialty. It is an article mostly contracted for in advance of shipment for the reason, as the record shows, that it cannot be stored, but must be taken from the pit and put in the car; hence cars are rarely ordered except for immediate shipment. Coal mines, under a rule accepted by both the operators and the common carriers, have a rating which is a guide to the railroad company in furnishing cars; under this rule the shipper has no authority to order cars without limit, but is confined to his rating and the cars are set in upon that order. If his order is for ten cars and ten cars is the capacity of the mine, and ten cars are set in, but he loads only five cars, and orders ten cars for the next day, the railroad company is not required to furnish more than five cars, as the five cars left over the previous day are counted against him as cars furnished for the next day. No such regulation can be enforced against any shipper of sand, and there is no rule made fixing a limit for ordering cars for shipment of sand for the reason

that there is no rating of sand pits, and the shipper of sand is therefore upon an equality with the shipper of live stock and commodities of that kind, and is expected to order cars when he needs them, and to load them promptly and ship them out. Under the rules adopted and in force in this State, the railroad company cannot say to the sand shipper that his order exceeds the capacity of his sand pit, while the railroad company can say to the coal shipper that his order exceeds the rating of his mine. The record further shows that shipments of sand are only for parts of the year, while coal is shipped continuously. Without entering further into this controversy, it is sufficient to say that in the judgment of the Commission, the difference in the character of the business is so well recognized, as to justify the rule for demurrage as applied by the common carriers, and that the application of such rule, as hereinabove stated, would not be discrimination against the complainant.

Hurd's R. S. 1911, Sec. 2, Chap. 114, p. 1835, provides *unjust discrimination* is committed when any railroad company

"Shall make any unjust discrimination in the rates or charges of toll or compensation for the transportation of passengers of any description or for the use and transportation of any railroad car upon its road or upon any of the branches thereof, or upon any railroad connected therewith which it has a license or permission to operate, control or use within this State."

It will be noted that the above section applies to transportation, and it being agreed by counsel in this case that demurrage is not a part of transportation, and as the Act in relation to *unjust discrimination* in our statute applies wholly to transportation, for that reason, if for no other, the charge in the first paragraph of complaint must necessarily fail as to the matter of demurrage.

The second paragraph of said complaint is as follows:

"The cars furnished us by the Chicago & Alton Railroad Company are in such condition as to necessitate their being set in on the tracks in that section of our pit yard which is devoted to the cleaning and repairing of cars. Almost all cars received by us must be repaired before we can use them. This takes time and costs considerable money, and demurrage in part accrues on account of the condition of the cars given us."

It will be noted that this paragraph charges that the cars received by the complainant are in such condition when received that they must be repaired before complainant can use them, and that it costs considerable money and takes considerable time for complainant to make such repairs, and while making such repairs, the defendant company charges demurrage upon such cars, which charge of demurrage on account of such repairs, is unjust.

The law imposes the duty upon the defendant company of furnishing suitable equipment for the purpose for which such equipment is desired, and if it does not do so, the complainant may return such cars to the defendant company, or the complainant may repair such cars, in such a way as to enable him to use such cars for the transportation of product desired to transport, and for the time required by the complainant to repair such cars, the defendant company would not be authorized to charge demurrage and should not do so. Such time as is necessary for the complainant to repair such equipment, if he sees fit to do so, cannot lawfully be counted as a part of the "free time" allowed the complainant for such equipment, and any charge of demurrage, made covering that period of time, would be unlawful. However, the receiver of such car or cars should, within the "free time" allowed, notify the common carrier of the condition of such car or cars.

The third paragraph of said complaint is as follows:

"We use coal cars at a season when they are not used in the shipping of coal and the railroads have a surplus of cars which would stand idle on their sidings if not used by us and similar shippers"

While it appears from the record that the statement in the third paragraph is in a large measure true, yet in our judgment, it constitutes no legal grounds for complaint against the defendant company.

The fourth paragraph of the complaint is as follows:

"Very often cars are set in on our siding in such a bad state of repair that we are obliged to return them to the railroad company. We sometimes are unable to switch these cars out so as to even return them to the company until demurrage has accrued. We receive all cars on our siding, and do all our own switching and delivering of cars to the railroad on its track."

This paragraph is substantially a re-statement of the second paragraph, and we repeat that cars furnished by the defendant company in such a condition that the complainant does not desire to use them and does not use them, demurrage should not be charged against the complainant.

The fifth paragraph of said complaint is as follows:

"There is also a feature of our business which should be taken into consideration, namely: That the railroad company receives a larger sum in freights on material shipped by us than we receive for the material itself. We give you figures covering a period from March 27 to October 1, 1912, for consideration. We can furnish figures up to date if requested.

"Invoice value of shipments made by us..... \$17,688.21

"Freight paid to railroad based on rates to the respective points to which shipments were made..... 24,495.30

"Excess of freight over invoice value of material..... 6,807.09

"Find attached list of 1,060 cars which we repaired at an average cost of \$1,076 during the period from March 27 to October 1, 1912. These cars were received from the Chicago & Alton Railroad Company, loaded with our material, and shipped to their different destinations."

The first part of said paragraph charges that the railroad company receives a larger sum in freights on material shipped by complainant than the complainant receives for the material, and insists that this feature of the business should be taken into consideration in determining the merits of the case.

While it is true that it is an element that might be considered, it cannot have any legal bearing upon the question at issue in this case.

This same paragraph refers to list attached showing, average cost of repairing 1,060 cars from March 27, 1912, to October 1, 1912, and charges that these cars were received from the Chicago & Alton Railroad Company, and loaded by the complainant and shipped over the defendant's road to their several destinations.

While the record shows that these repairs were made from time to time on these cars, and there is no contradiction of that fact, yet this Commission has no power or authority to allow or reject such claims, and if the complainant has a cause of action against the defendant road, it is not before this Commission, but necessarily in the courts.

The case of Harrigan Brothers v. Wabash R. R. Co. is cited to sustain the views of complainant as to discrimination on account of the demurrage charge made against said cars delivered for sand and gravel transportation, while such charge is not made on cars for shipment of coal. The question presented in that case was, whether or not shippers must be served without discrimination, with switching facilities; the question of demurrage or general transportation was not involved. In that case the Commission said:

"The question is clearly presented in the record whether or not a road may switch for some persons or shippers and refuse to switch for others; whether it may accommodate some patrons upon a convenient track and arbitrarily exclude others from the same privilege, making them go for their goods or material to another track less convenient.

"We believe that the position of the respondent that they have a right to receive from and deliver to some parties upon this 'Y' and refuse the petitioners herein is wholly untenable. The principle of the law is fundamental that railroads being public carriers must treat all persons

under similar circumstances alike. They must accommodate all who make application for the same kind of service in the same manner, extending favors to none and excluding none from equal participation in the use of their facilities. Railroads perform a public service and are called upon to exercise it impartially for every member of the public they are called upon to serve."

The above language can in no wise be applied as sustaining the views of the complainant as to discrimination regarding demurrage.

As to the question of extortion submitted, it is sufficient to say that all of the rates complained of are within the Illinois Commissioners' Maximum, and under the law as construed by our courts, cannot be considered extortionate.

By order of the Commission this 4th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2083

Railroad and Warehouse Commission, ex rel  
O. A. Rothenbuecher, et al., Complainants

v.

Chicago, Burlington & Quincy Railroad Company, Defendant

*In re abandonment of line and discontinuance of service through  
Virden, Illinois*

The record in this case shows that about the year 1869 the Jacksonville & Southeastern Railway Company began the construction of a line of railroad from the city of Jacksonville, in Morgan County, Illinois, to the city of Virden, Macoupin County, Illinois; that before deciding to build their said railroad into the town (now city) of Virden, and in order to induce the promoters of said railroad to build into said town, the town (now city) of Virden agreed to subscribe to the capital stock of said company to the amount of thirty thousand dollars, and on May 24, 1870, the following resolution was introduced and adopted by the village board of the town of Virden:

"Ordered that an election be held on the 30th day of June, A.D. 1870, in the town of Virden by the legal voters therein to vote for or against said town subscribing thirty thousand dollars to the capital stock of the 'Jacksonville Northwestern and Southeastern Railroad Company,' said subscription to be upon condition that the said railroad be so located as to pass through the corporate limits of the town of Virden."

The record further shows that said bonds were afterwards issued and paid by the town (now city) of Virden. The record further shows that the railroad was then built through the northwest portion of the town (now city) of Virden. Some years later the line of road was extended through said city of Virden and on to the city of Litchfield in Montgomery County, Illinois; that afterwards said railroad was acquired by other lines of railroad, until about the year 1905, the defendant, Chicago, Burlington & Quincy Railroad Company, acquired said line of railroad, and continued to operate the same through the city of Virden until on or about the 19th day of September, 1911; that during all of said time a depot was located within the city of Virden on Gov. Matteson Street, one block east of the northeast corner of the public square in said city of Virden.

The record further shows that the city of Virden has about four thousand three hundred inhabitants, being one of the largest cities between the city of Alton and the city of Springfield, Ill. Its business houses are arranged about the public square and on Jackson Street leading from the northeast corner of the public square to the depot of the defendant.

The record shows that prior to September, 1911, the defendant purchased right-of-way some distance west of the corporate limits of the city of Virden

and built a line of railroad west of the city of Virden, commonly known as a cut-off, connecting with its line of railroad about one mile northwest of the corporate limits of the city of Virden, and about two miles south of the corporate limits of the city of Virden, the line of said road between said points mentioned passing about one-quarter of a mile west of said corporate limits of the city of Virden, and about one mile from the former depot, at which point the said defendant company erected a depot, and on the 19th of September, 1911, closed its depot in said city of Virden, and discontinued running its trains into the city of Virden and doing business at its depot located within the city of Virden, and since that date said road has operated no passenger trains into the city of Virden and has only delivered freight in carload lots in said city of Virden, over the tracks formerly used by said defendant road, and said tracks at this time are only used for the purpose of storing freight cars.

The record further shows that the depot as recently located and erected by the defendant road, is on a country highway, which is a continuation of Dean Street in the city of Virden, which street runs along the south side of the public square of said city westward, connecting with said country highway.

The record further shows that from the corporate limits of the said city of Virden west to the depot recently located by said defendant road, it is about one-quarter of a mile and there is no sidewalk and no lights are maintained between the corporate limits of the city of Virden and the new depot of the defendant road.

The complaint herein, after setting up substantially the above facts, asks that the defendant road be required to keep and maintain a suitable depot within the corporate limits of the city of Virden, and to operate a sufficient number of passenger and freight trains through the city of Virden over the respondent road to accommodate the inhabitants thereof.

The defendant road in its answer, admits that it is a common carrier and operates a line of railroad extending through the city of Virden, Lowder, Waverly and other cities; also admits that until September 19, 1911, it operated all its passenger and freight trains through the city of Virden, and that its freight and passenger depot in said city for a number of years prior to September 19, 1911, was located at the intersection of Jackson and Gov. Matteson streets in the city of Virden. As to the issue of bonds, the answer states that the payment of any subscription or bonds issued by the city of Virden, was enjoined on the ground that the same were void.

In its answer it further states that as to the said subscription or bonds, it is immaterial, for the reason that the original and several subsequent railroad companies, which attempted to operate through the city of Virden, each and all became bankrupt, were foreclosed and sales made of the railroad, and that subsequently after these various sales, this defendant road purchased the Jacksonville and Southeastern Railway, which was then operating said railroad.

The answer further states that the railroad as originally laid out through the city of Virden, was laid under conditions which practically prohibited its successful operation. It further states that there were a number of very sharp curves and on account of the fact that the railroad was laid in the public street, it was operated with great danger to the railroad and the inhabitants of the city of Virden, and that in order to provide for the safe and practical operation of the railroad, this defendant company built a new line with easier curves than on the original line of railroad and not located in and upon a public street, and to provide for the necessities of the citizens of Virden, it constructed a depot immediately adjacent to the city of Virden, where it now is and has been ever since September 19, 1911, affording complete facilities for the carrying of freight and passengers into and out of the city of Virden.

The answer further states that the condition of the streets of the city of Virden, is one over which this Commission or the defendant has no control.

There is practically no controversy over the material facts in this case.

It is contended by counsel for complainant that a railroad company, after having once fixed the terminal points of its road, and located its depot within a town or city, it has no power afterwards to change the same without legislative authority, but it will be held to its election, and cites *The People ex rel v. L. & N. R. R. Co.*, 120 Ill.

It is further contended by counsel for complainant that because of the issue and payment of said bonds and the acceptance of them by the original road, and the defendant road being its successor, is bound by the contract or obligation entered into thereby, and for that reason defendant road should be required to maintain its tracks and operate its trains through the city of Virden, and also to maintain its depot therein.

It is further contended that the present depot site, being removed one mile from the original depot and the center of the city of Virden, is an unreasonable distance from the city; that the street and highway leading thereto is impassable at certain times of the year and thus the people are practically deprived of any means of going to and from said depot.

It is further contended that there is no side walk and no lights between the corporate limits of the city of Virden and said depot, and for that reason, it is inconvenient, impractical and dangerous for the citizens of Virden to go to and from said depot.

In the cast of the *People ex rel v. L. & N. R. R. Co.*, in 120 Ill., cited by the complainant, where there was a donation made and a contract connected therewith, in referring to that fact on page 54, the court quotes the contract between respective parties, which is as follows:

"That the said railroad company should erect and forever maintain a depot for passengers and freight at McLeansboro, within the corporate limits thereof, and not exceeding one-half mile from the court house in said town, and that all passenger trains running upon said road, whether express or otherwise, should stop at said depot to receive and put off passengers, and that no discrimination should ever be made against said town of McLeansboro, or any person or persons shipping to or from said town, in favor of any other point, in the relative charges for carrying either freight or passengers thereto or therefrom."

In that case as in the one at bar, the road was several times sold and finally the defendant, the Louisville & Nashville Railroad Company became the owner thereof, and the court in speaking upon that subject says:

"The defendant contends that the purchasers at that sale took the property free and absolutely discharged from the contracts between the county and the original companies, as well as the conditions imposed by the vote of the people themselves."

To that contention the court says on the same page:

"We fully concur in this conclusion."

On page 58 the court further says:

"The petitioner, however, contends, in substance, first, that the depot having been established in pursuance of the contracts and stipulations in question, which were a part of the public records of the county, the purchasers of the property at the foreclosure sale, and their assignees, including the defendant, must be presumed to have purchased with notice of the county's rights; second, that these contracts and stipulations with the county having been expressly authorized by the charter of the original companies, became, in some way or other not very clearly defined, obligatory and binding upon all subsequent owners of the property."

The court further says:

"As we are clearly of the opinion that the last branch of the contention is unsound, it is unnecessary to consider the first."

The court on page 63 of the same case in speaking of the same subject says:

"When the vast amount of money paid by the people of Hamilton County to secure the stopping of all trains on the road at the established depot within the corporate limits of the town is considered, it presents

a case of peculiar hardship; and while, as we have seen, this feature of the case can not be made an independent ground of relief, yet it is nevertheless a makeweight in it of such persuasive character as to call for a strict enforcement of whatever legal rights the people have in the premises."

The court in this case held that inasmuch as the charter fixed McLeansboro as the terminal point, and having exercised that power once, it has exhausted its power and cannot change its terminal.

In the case of the C. & E. I. R. R. Co. v. the People, 222 Ill., which is a leading case on the subject of removal and relocation of depots, it appears that the Chicago & Eastern Illinois Railroad Company had a depot or station on North Street in the city of Danville, and known as the North Street Depot, established about the year 1877; that it also maintained a station about one mile north of the North Street Station, and known as the Collett Street Station or depot; both of said stations were located within the corporate limits of Danville. The petition in that case alleged that on January 4, 1904, the company ceased to run any of its regular passenger trains to or stop, the same at said North Street Depot in said city, but ran its trains through said city without stopping at said North Street Depot. The theory of the petition, as cited in the opinion, was that by reason of the location and maintenance of the North Street Depot, its convenience to public travel, accessibility and surrounding conditions, the defendant company had no right to cease to run its regular trains to that place. It is alleged that the North Street Station is conveniently located for the accommodation of the traveling public and the citizens of said city, town and county, in the transaction of their business at the county seat, it being within about eighteen hundred feet of the court house, twenty-five hundred feet of the county jail and two thousand feet of the town and city buildings; also that ninety-eight per cent of all the business houses and ninety per cent of the residences are located within a radius of one mile of the North Street Station.

It appears in that case that by reason of the location and maintenance of the depot at said place for twenty-seven years, many citizens had erected homes, business houses, manufacturing plants and commercial establishments, and expended large sums of money in taxes and special assessments improving the streets adjacent and approaching said depot, in the belief that it would be forever maintained as a depot and passenger station for all regular and passenger trains.

The petition also alleges that it was the duty of the defendant to run its passenger trains into and through the corporate limits of the city of Danville and stop all of its said regular trains at North Street Depot a sufficient length of time to receive and let off passengers with safety.

The answer of the defendant road, in that case, is a general denial of the allegations of the petition, both as to convenience and necessity for the continued maintenance of the North Street Depot and the stopping of its trains there, and insists that the depot one mile north of said North Street Depot, is a proper and sufficient accommodation for the citizens of Danville. The order of the Circuit Court in that case was:

"To run all its regular passenger trains which are operated into or through the corporate limits of the city of Danville, Ill., on either of its three divisions or lines of railroad running into said city, \* \* \* to the depot station of said railroad located on North Street, in said city, and to stop the same at said depot a sufficient length of time to receive and let off with safety all passengers."

The court in discussing the issues in the case said as follows:

"The controversy between the parties, briefly stated, is this: The relator contends that, inasmuch as the North Street Depot has been established by the defendant company and maintained for a number of years to accommodate the public travel, it should be compelled to maintain the same and stop its passenger trains at that place. On the other hand, the respondent insists that, having provided within one mile or less of the old station within the corporate limits of the city

of Danville, the county seat, another station, reasonable, suitable and sufficient to accommodate the public travel, it cannot be compelled to keep up the old one or stop its trains there, and that to do so would require it to establish, maintain and stop all its trains at both stations."

Upon the final hearing in the case it appears that several propositions of law were submitted to the court, the second of which was as follows:

"The Court holds, as a proposition of law, that the defendant has no right, after using and establishing the North Street Depot, to change its depot to another location in the city and to abandon the said North Street Depot, in any event unless it furnishes another depot equally as safe and equally as accessible and equally as convenient to the public."

The court in passing upon that question on page 404 says:

"To the holding of this proposition the defendant duly accepted. Several of the propositions submitted to the court by the respondent, holding the law to be otherwise, were refused, so that it is apparent that the decision below was based upon the rule announced in said second proposition.

"We assume that it will be conceded that the fact that private citizens may have constructed residences or established business enterprises in view of the expectation that the North Street Depot would continue to be a regular stopping place for the trains of the respondent could not influence the court, in a mandamus proceeding, to compel the continuance of that station and the stoppage of trains there; nor do we think that the question as to whether that place is surrounded by saloons and other places of vice has anything to do with the real question which we are called upon to decide. We held in *People v. Chicago and Alton Railroad Co.*, 130 Ill., 175, which was a mandamus proceeding disposed of in the court below on demurrer to the petition (p. 182): 'Railway companies, in the absence of statutory provisions limiting and restricting their powers, are vested with a very broad discretion in the matter of locating, constructing and operating their railways and of locating and maintaining their freight and passenger stations. This discretion, however, is not absolute, but is subject to the condition that it must be exercised in good faith and with a due regard to the necessities and convenience of the public. Railway companies, through private corporations, are engaged in a business in which the public have an interest and in which such companies are public servants and amenable as such.' And on page 184 of the same volume it is further said: 'It is in recognition of the paramount duty of railway companies to establish and maintain their depots at such points and in such manner as to subserve the public necessities and convenience, that it has been held by all the courts, with very few exceptions, that contracts materially limiting their power to locate and relocate their depots are against public policy, and therefore void,' citing authorities."

The court in this opinion reviews most of the leading cases upon this subject and those referred to by counsel both for complainant and defendant, and holds clearly that the railroad company under proper restrictions and conditions, may change the location of its depot, and upon that subject on page 410, the court says:

"The change in situation, circumstances and surroundings of innumerable kinds will readily suggest that there must be power somewhere to change the location of such stations, and, as has been said by the courts, the common interests of the railroad company and of the community at large properly place that power in the railroad company, to be exercised reasonably and from proper motives."

The court in speaking further on this subject, on page 411, says:

"There might be a wide difference in opinion as to the quality of the stations and their safety, accessibility and convenience, and we think the trial court was in error in holding that the change could only be made, 'in any event,' unless the conditions were equal. Reasonableness, and not equality, is the proper test."



The court in conclusion, in that case, on page 412, says:

"And so in this case, we think, upon a careful consideration of all the facts and circumstances proved upon a trial, the right to have the respondent stop any or all of its trains at the North Street Depot has not been proved. If the railroad company is willing to furnish a substitute for that depot within the limits of the city of Danville and stop its trains there, which, in view of the street car service and other facilities for reaching it, will reasonably furnish the public with safe and convenient accommodations, it will have the lawful right to do so, and in the absence of legislative control that right cannot be interfered with by the courts. Whether or not it would be wise for the Legislature to vest the power in the Railroad and Warehouse Commissioners, or other suitable public body, to decide whether or not a railroad station once established might be changed, as seems to be provided in some of the states, need not now be considered for the purpose of this decision. It is sufficient that no such legislation is to be found in our statute. Subject to the limitation that all railroad corporations shall cause their passenger trains to stop at all stations advertised by them as places for receiving and discharging passengers, and that 'all regular passenger trains shall stop a sufficient length of time at the railroad station of county seats to receive and let off passengers with safety,' the management of such matters is left with the railroad companies themselves, together with discretion to locate and relocate their station."

Since the rendition of the above opinion, the statute of this State has been amended and section 30 of the Act of 1911, amending the Railroad and Warehouse Commissioners Act, reads as follows:

"The Commission shall have power and authority to inquire into the business management of all common carriers, their passenger and freight rates, distribution of cars, granting of sidings, *location of passenger and freight stations.*"

Section 31 of the same Act reads as follows:

"The Commission are hereby empowered and authorized to hear and determine all questions arising under this Act, upon giving due notice to all persons, individuals or corporations interested therein, and to enter an order in relation thereto."

These sections, with the general powers given in the Act, we believe, confer jurisdiction upon this Commission to hear and determine the subject matter of this complaint.

The location of the original railroad line through the city of Virden was exceedingly unfortunate, being located upon a street of the city, and with such an abrupt curve as to make traffic over said road, with the equipment necessary to be used now in the transportation of freight and passengers, impractical, if not impossible, as well as dangerous, and it is evident it should not have been so constructed, and would not now be so constructed by any railroad company, yet the fact remains that it was so constructed; that a liberal contribution was made by the city of Virden and received by the railroad company for its location through the city of Virden, and that a depot was located in the city of Virden and has been continued there for many years, until September, 1911.

To see the need, importance and advisability of a change in the line of road by the defendant, it is only necessary to look at the plat introduced in evidence, and that the defendant was justified, in a large measure, in making such changes in the interests of both safe and rapid transportation, can hardly be denied, but such changes resulted in the abandonment of the depot in the city of Virden, and the erection of a depot about one mile distant, and while this change was of great advantage and benefit to the defendant road, it is equally true that such change in several ways inconveniences the citizens of Virden; this change very materially increases the distance the citizens have to go to reach the new depot, and this is empha-

sized by the character of the road, etc., leading to such depot, as shown in the evidence, also the further fact that it is outside of the corporate limits of Virден, which fact, at this time we are not discussing or passing upon, for the reason that in view of the conclusions reached by the Commission, it is immaterial.

From an examination of the authorities hereinabove cited, the Commission holds that a railroad company may, for proper reasons and under proper restrictions, remove its depot from one part of a city to another, or from one place to another, but in doing so, not only the interests of the road, but the interests of the people and the community in which the road is located, must be considered. The courts in passing upon this question state that the road need not necessarily furnish equally as good facilities, but that it must in making such a change, furnish reasonable facilities, and in the case of the C. & E. I. R. R. Co. v. The People, in 222 Ill., 412, in passing directly upon this question, the court says:

"If the railroad company is willing to furnish a substitute for that depot within the limits of the city of Danville and stop its trains there, which, in view of street car service and other facilities for reaching it, will reasonably furnish the public with safe and convenient accommodations, it will have the lawful right to do so, and in the absence of legislative control that right cannot be interfered with by the courts."

The only question left for determination is, what is a sufficient substitute for the former depot, and what facilities for reaching the new depot will reasonably furnish the citizens of Virден with safe and convenient accommodations?

The record shows that the new depot can only be reached by traveling over Dean Street and a public highway for a distance of substantially one mile from the public square; that there are many times in the year when this street and public highway, on account of the condition of the soil, are practically impassable, making it not only inconvenient, but almost impossible to go to and from said depot with passengers or freight.

The record also shows that there is no sidewalk beyond the corporate limits of the city of Virден to the depot. It also shows that there are no lights from the corporate limits of the city to the depot, and that it is exceedingly dark as well as dangerous at night to go to and from said depot.

It further appears from the record that the city of Virден paved its street from the public square to the former depot of the defendant road, and that said street is properly lighted, and that the facilities for going to and from said former depot are convenient and safe, and while the Commission believes that under the record and as hereinafter stated the defendant road was justified in changing its track, and as hereinafter stated, will be justified in abandoning its former depot and ceasing to run trains through the city of Virден, when other reasonable facilities are provided by said defendant road for the citizens of Virден, the removal of the track from the streets of the city of Virден and ceasing to operate trains over the same upon a main street, which is both impractical and dangerous, will, in a measure, compensate the citizens of Virден for the change. The Commission further believes that before it should be permitted to do so, it should furnish the citizens of Virден with reasonable facilities to go to and from said new depot, and in order to furnish such reasonable facilities, it will be necessary that Dean Street and the public highway, which is a continuation of Dean Street, should be put in a proper condition, so that the same may be traveled with reasonable safety and convenience at any period of the year, and that in view of the said defendant road locating its depot outside of the corporate limits of the city of Virден, it should build a sidewalk from the depot to the corporate limits, which will reasonably accommodate the public, and that it should install and furnish lights along such sidewalk from said depot to the corporate limits of the city of Virден, such as will furnish the public with safe and convenient accommodations.

The Commission therefore finds that in order to furnish such facilities as are reasonable, the said defendant road shall proceed within ninety days from the date of this order (the permission of the city authorities of Virден and the Highway Commissioners controlling such street and public high-

way having been first granted), to prepare and improve said Dean Street from the intersection of Hobson Street and Dean Street to the corporate limits of the city of Virden, and the public highway from the corporate limits to said new depot, in such a way and manner as will make the same passable during any period of the year, for the purpose of hauling either passenger or freight traffic, and that within the same period of time, said defendant road build a sidewalk from the corporate limits of the city of Virden to the said new depot, and properly light the same; and the Commission further finds that when such improvements are made as will furnish the public with safe and convenient accommodations and facilities as hereinabove described, the said defendant road will have the lawful right and is hereby authorized to abandon its former depot and to discontinue the operation of trains through the city of Virden, and not otherwise.

It is further ordered that during the said ninety days allowed for the improvement of said public street and highway, and the building of said sidewalk and installation of said lights, the said defendant road need not run its trains through the city of Virden or re-open its former depot, but unless such improvements are made to the satisfaction of the Commission within said ninety days, said defendant road shall re-open its said former depot and run the necessary number of passenger and freight trains through the said city of Virden on its line of road as will properly accommodate the citizens of the city of Virden.

The Commission hereby retains jurisdiction both of the parties and the subject matter of this proceeding for the purpose of entering any further order that may be necessary herein.

By order of the Commission this 16th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2063

Railroad and Warehouse Commission, ex rel  
Ford Manufacturing Co., Complainant

v.

Illinois Central Railroad Company, Defendant

*In re application for suspension of tariff showing increase of 5 cents  
per ton on coal*

This is an application by the Ford Manufacturing Co. for the suspension of tariff No. 2073 issued by the Illinois Central Railroad Company, becoming effective April 1, 1913, which carries an advance of five cents per ton in the rates on slack coal from Centralia and Pana to Vandalia, Ill.

The application for the suspension of this tariff was made practically at its effective date, and for that reason at that time, the Commission declined to enter an order of suspension.

Afterwards the matter was heard before the Commission at considerable length and argued at length by the respective parties, and the Commission has given the matter very careful consideration, and after comparing carefully the respective tariffs, and giving due consideration to the briefs and arguments of all parties concerned, the Commission holds that a sufficient showing has not been made to justify the suspension of this tariff.

It is therefore ordered, adjudged and decreed by the Commission that the application for suspension of tariff No. 2073 Illinois Central, effective April 1, 1913, be denied.

Application for suspension denied.

By order of the Commission this 16th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Railroad and Warehouse Commission, ex rel

v.

Poehlmann Bros. Company, Complainant  
Chicago, Milwaukee & St. Paul Railway Company, et al, Defendants

*Complaint of rates on coal and manure shipped to Morton Grove, Illinois*

The record shows that the complainant herein owns and operates greenhouses at Morton Grove, Ill., which village is about three miles outside of the corporate limits of the city of Chicago; that in the operation of such greenhouses the complainant consumes in the neighborhood of thirty thousand tons of bituminous coal annually and that a large portion of this coal is shipped to complainant from points in the State of Illinois; that further in the operation of said greenhouses said complainant uses in the neighborhood of seven hundred cars of manure each year, and a large quantity of other materials; that the complainant has private and individual side tracks for the delivery of freight at its said greenhouses connected with the rails of the Chicago, Milwaukee & St. Paul Railway Company.

The record further shows that the complainant is daily receiving at the village of Morton Grove cars of bituminous coal and manure as well as other materials, moved to said village by the Chicago, Milwaukee & St. Paul Railway Company from its station, known as Galewood, in Chicago, Ill., where the defendant Chicago, Milwaukee & St. Paul Railway Company receives cars from other common carriers.

The record further shows that from Galewood to Morton Grove is a distance of about eleven miles, and that the defendant Chicago, Milwaukee & St. Paul Railway Company charges and collects for moving a car of bituminous coal from Galewood to Morton Grove, forty cents per net ton, and that said defendant road also charges and collects the sum of forty cents per net ton for moving a car of manure from Galewood to Morton Grove; that said rates are shown in the tariffs of the Chicago, Milwaukee & St. Paul Railway Company filed with this Commission, namely Chicago, Milwaukee & St. Paul Tariff G.F.D. 2500 B and Supplement 34 and Supplement 47, which latter supplement became effective July 5, 1913, to said tariff, and Chicago, Milwaukee & St. Paul Tariff G.F.D. 4510 F and G.F.D. 2323 D and supplements thereto.

The complaint shows and the facts are, that there is no through rate from the coal district to Morton Grove. The record further shows that other common carriers are delivering coal and other material to similar plants upon their particular lines of road for what is known as the Chicago rate, and it is charged that it is discrimination upon the part of the defendant Chicago, Milwaukee & St. Paul Railway Company in not so delivering coal to the complainant at Morton Grove. It is charged in the complaint and the record shows that this defendant road is making deliveries at several stations upon its road on the basis of the Chicago rate, which stations require equal and in some cases more service by the said defendant road, than the movement of cars from Galewood to Morton Grove.

It appears in the record herein that the charges applicable on coal from mines in Illinois to Morton Grove are made up of two factors: First, the proportional rate to Chicago of the carrier obtaining the line haul. Second, the charge of the Chicago, Milwaukee & St. Paul Railway Company for handling the car from Galewood to Morton Grove for forty cents per net ton, it appearing that the carrier obtaining the line haul usually absorbs the switching charge of the Belt Railway out of its proportional charge to Chicago.

While the complaint herein asks for the establishment of through rates via the several defendant roads herein, from points in Illinois to Morton Grove, the record also shows that the only rate attacked by the complainant is the charge of forty cents per net ton made by the Chicago, Milwaukee & St. Paul Railway Company from Galewood to Morton Grove and all of the evidence before the Commission in this case is directed against the unrea-

sonableness of this rate. The reasonableness of the charge of the other defendant roads for the line haul, was not attacked in any manner in this proceeding, and no evidence offered upon that subject, hence we assume that the line haul charge is considered reasonable, and without going into detail upon that branch of the case, it is sufficient to say that the Commission does not feel it necessary at this time to enter into the question of discrimination as charged in the complaint, nor does it feel that it is necessary or that it will be justified in entering into the question of through rates between the other defendant roads and the defendant Chicago, Milwaukee & St. Paul Railway Company from the coal producing district of Illinois to Morton Grove, believing that the matter can be properly disposed of without entering into that question.

This leaves for consideration then the one question of the reasonableness or unreasonableness of the charge of forty cents per net ton by the defendant Chicago, Milwaukee & St. Paul Railway Company between Galewood and Morton Grove on coal and manure.

After a careful investigation of the rates charged by the defendant Chicago, Milwaukee & St. Paul Railway Company from Galewood to other stations on its line of road in the vicinity of Morton Grove, and also an investigation of the rates charged by other defendant roads in that locality, for similar distances, when compared with the charge made by the defendant Chicago, Milwaukee & St. Paul Railway Company from Galewood to Morton Grove, the Commission believes said charge of forty cents per net ton to be an unreasonable charge.

It is contended with considerable earnestness that no order should be made in this proceeding for the reason that through rates on coal and also switching rates should be taken up in their entirety, and disposed of, and not upon individual complaint. While the Commission appreciates the need of a general revision of through rates, as well as switching charges, yet it does not feel that it should debar any individual from filing his or its complaint with the Commission and having it heard and action taken thereon, and the Commission being fully advised, upon consideration, finds, that the charge of forty cents per net ton on coal and manure, made by the defendant Chicago, Milwaukee & St. Paul Railway Company from Galewood to Morton Grove, is an unreasonable charge.

It is therefore ordered, adjudged and decreed by the Commission that the said rate of forty cents per net ton on coal from Galewood to Morton Grove be, and the same is hereby reduced and fixed at a charge of not to exceed twenty cents per net ton on coal, and not to exceed twenty-five cents per net ton on manure from Galewood to Morton Grove, and the defendant Chicago, Milwaukee & St. Paul Railway Company is hereby directed to cease and desist from making any greater charge than hereinabove specified on movements of coal and manure from Galewood to Morton Grove, the Commission finding that the charge herein made and specified, is a reasonable charge therefor.

By order of the Commission this 25th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2092

Railroad and Warehouse Commission, ex rel  
Smith & Sons, Complainants

v.

Chicago & Northwestern Railway Company, Defendant

*In re refusal to handle less than carload lots of freight, Chicago to  
Mayfair, Illinois*

The complaint in this case charges that the defendant road refuses to handle L. C. L. freight to and from Mayfair.

The record in this case shows that for a number of years past L. C. L. freight has been handled from Chicago to Mayfair; the reasons given by the defendant road as to why it is not handling such freight at this time are, because it has no warehouse at Mayfair and because the track conditions there are such as to make it impractical, and from statement made by the defendant road, it would appear that this is true.

It is also contended by defendant road that it delivers all L. C. L. freight for that territory at its station at Jefferson Park, within one mile of Mayfair, where the defendant road has ample facilities for handling freight.

It is manifest from the record and also from general information in relation to transportation, that railroad companies cannot, without considerable delay, have stations for receiving and delivering L. C. L. freight at all points where passenger service is furnished. The location of the station and crossings must all be taken into consideration in the handling of freight trains and freight, it being necessary to equip a station differently if freight is to be handled to any extent. Nothing appears in this record to show how much L. C. L. freight is received at or sent away from Mayfair, and the Commission assumes that such shipments are not large or frequent, or that fact would have been definitely shown to the Commission.

The Commission, after careful consideration, finds that under this record the defendant road at this time is furnishing reasonable service by receiving and discharging L. C. L. freight at Jefferson Park; therefore the petition must be denied.

Petition denied.

By order of the Commission this 25th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2072

Railroad and Warehouse Commission, ex rel  
H. H. Poag, Complainant

v.

Illinois Terminal Railroad Company, Defendant

*In re failure to furnish passenger train service at Wanda, Illinois*

This is a complaint against the Illinois Terminal Railroad Company for failure to furnish sufficient passenger train service at the village of Wanda, Ill., and along the line of its road between the city of Alton and the city of Edwardsville.

It is contended upon the part of the complainant that for many years passenger train service was furnished the community along said line of road, and that said passenger train service was remunerative to said road; that recently it discontinued its said passenger train service and now is furnishing only a mixed train for the carrying of passengers between Alton and Edwardsville, which is wholly insufficient for the accommodation of the traveling public at Wanda and other stations on said line, and requests that the said Illinois Terminal Railroad Company be required to furnish passenger train service.

Upon the part of the defendant road it is contended that it never did furnish passenger train service, but that the passenger train service heretofore furnished on said road in previous years was furnished by the Wabash Railroad Company, and that such service was not discontinued by the said Wabash Railroad Company, until it was fully demonstrated that the same was not remunerative and further that there was no particular occasion or need of passenger train service on said line of road.

It is further contended by said defendant road that it has no road from Alton to Edwardsville, but only runs its trains from Alton to its station about a mile away from the city of Edwardsville.

Considerable testimony was taken by the respective parties and the case argued by counsel very fully, and the Commission being fully advised in the

premises, and for the purpose of demonstrating whether or not such passenger train service as asked for, should be furnished, and whether or not the same would be remunerative, and for the information of the Commission before making a permanent order in relation to passenger train service on said line.

It is therefore ordered, adjudged and decreed by the Commission that the said Illinois Terminal Railroad Company place upon its said line a passenger train and operate the same for a period of thirty days from November 1, 1913, from the city of Alton to its termini each day, leaving the city of Alton between the hours of seven and nine o'clock in the morning, as may best suit its convenience, and returning between the hours of four and six o'clock in the evening, as may suit its convenience, and that said railroad company during said period, of thirty days, keep an actual count of the passengers so carried, from what points to what points, and the receipts for such passenger service; that said railroad company give due notice of such passenger train service in the city of Alton and the several stations along its said line at once upon receipt of this order; that at the expiration of said thirty days, said defendant company shall make a full and complete report to this Commission of its earnings and passengers carried during said period, and shall not cease running said train until the further order of this Commission.

The Commission retains full jurisdiction of the subject matter and of the parties to this proceeding for the purpose of making any further order after said period of thirty days, that it may be deemed justified in doing, by said report of said defendant company.

By order of the Commission this 25th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2109

Railroad and Warehouse Commission, ex rel  
D. T. Hartman, President, Town of Versailles

v.

Wabash Railroad Company

The complainant in the above entitled causes charges that the defendant company has but one agent at their depot in the town of Versailles, and that he does not enter upon his duties until 8:08 A.M. of each day. It further charges that the first passenger train through said town of Versailles passes said village at 7:08 A.M. each morning. The complaint further charges that the depot at this time is closed and that tickets cannot be procured or baggage checked from said station, and that the depot being closed is a great inconvenience and deprives the public of proper shelter and protection from the weather and prays the Commission to direct that said railroad company be required to place another agent at said station.

Versailles is a village of about 500 inhabitants and located upon the line of the said Wabash R. R. Company between Bluffs and Keokuk, Ia. The answer of the defendant road admits the substantial charges made in the complaint but denies that the town of Versailles is of sufficient size, or that the said road receives a sufficient amount of business at said point to justify the appointment and maintenance of an agent. It appears from the record that the reason said agent is not placed on duty at 7:08 A.M. is that should he be so placed on duty and remain on duty until the evening train passed said town, which is a more important train than the morning train, he would be violating the Federal Statute in relation to hours of service.

The defendant in their answer purpose that they will have the waiting-room of said station open, heated and lighted by some person at least thirty (30) minutes prior to the arrival of said passenger train at 7:08 A.M. of each morning, and that the said waiting-room shall remain open during the

day as required by law and the order of this Commission, and that passengers desiring to board said train will not be required to pay any more for transportation than they would had they purchased ticket at said station, and that the baggageman and brakeman on said train will arrange to check the baggage offered for checking at said station on their train.

And it appearing to the Commission that if said depot is open, heated and lighted comfortably by any person at least thirty minutes prior to the arrival of said morning train and no additional charge is made for transportation from said station, and that baggage is checked by the employees of said road on said train, the Commission finds it will not be justified in directing the said railroad company to install at said station an additional agent and incur the necessary additional expense therefor when all other trains save the one morning train are cared for by the agent at such point.

It is therefore ordered, adjudged and decreed by the Commission that the said railroad company require some person or persons to open, heat and light said depot at least thirty minutes prior to the arrival of said train, and that the said railroad company give orders to their conductors that no additional charge shall be made to any person or persons boarding said train because they do not have tickets for their transportation, and shall only charge them the regular two (2c) cents per mile, the same as if they had purchased tickets for transportation, and that the said railroad company shall also authorize and direct conductor or brakeman, either or both of them, to receive and check any and all baggage that may be offered for checking, and give proper checks therefor, and that said railroad company order such service immediately upon receipt of this order.

The Commission reserves jurisdiction of the subject matter and parties herein for the purpose of making any further order herein.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*.

No. 2093

Railroad and Warehouse Commission, ex rel  
Omaha Packing Company, Complainant

v.

Chicago, Milwaukee & St. Paul Railway Company, Defendant

No. 2103

Railroad and Warehouse Commission, ex rel  
Omaha Packing Company, Complainant

v.

Chicago & Northwestern Railway Company, Defendant

The above entitled cases were heard together.

*In re complaint of excessive switching charges on live stock in the Chicago Switching District*

The complainant in above case No. 2103 alleges that it owns and operates a packing house at Chicago, Ill., which is located on the rails of the Chicago, Burlington & Quincy Railroad Company; that on November 13, 1911, complainant shipped a car of hogs from Harvard, Ill., via the defendant road, consigned to itself at Chicago, Ill., and on November 22, 1911, and on November 27, 1911, it made two other such carload shipments of hogs from Morrison, Ill., consigned to itself at Chicago, Ill.

The complainant charges that it paid to said defendant, the transportation charges on all of said shipments. Delivery of said shipments was made to the complainant by the Chicago, Burlington & Quincy Railroad Company, which company charged and collected nine dollars per car, for said switching service as provided for in C. B. & Q. tariff 1921-C. Effective



December 8, 1911, by Supplement No. 4, tariff of the defendant road provided for absorption of switching charged within the Chicago Switching District, which includes the complainant's plant, up to two dollars per car, making basis of rate, Chicago rate plus two dollars switching, which conditions are in effect today. Prior to December 8, 1911, and covering the period during which the three shipments in question moved, the complainant charges that the Northwestern tariff G.F.D. 13640 provided the Chicago rates plus two dollars per car on shipments to the Union Stock Yards, while the same tariff restricted the application of the Chicago rates to the Northwestern rails at Chicago. The complainant charges that it was therefore necessary to pay nine dollars for switching in addition to the Chicago rates to cover the Burlington movement from their connection at Western Avenue with the Northwestern to the complainant's plant. The Chicago, Burlington & Quincy Railroad Company's switching rate of nine dollars per car was carried in Q. Tariff 1921-C; Supplement No. 5 to this tariff was issued November 9, 1911, reducing charge to six dollars per car.

The complainant further charges that the Northwestern, after the Burlington switching charge was reduced from nine dollars to six dollars per car, and in order to remove the discrimination that existed, effective December 8, 1911, made the same provision apply to its tariff No. 13640 to the plant of complainant at Chicago, as was in effect on shipments of live stock destined to the Union Stock Yards, which was Chicago rate, plus two dollars per car.

The complainant further alleges that by reason of the facts stated, it has been subjected to unjust discrimination in that its competitors at Chicago, located at the Union Stock Yards, were only required to pay a terminal charge of two dollars per car, while the complainant, whose plant was located outside of the Union Stock Yards, was required to pay a terminal charge of nine dollars per car. The complainant further alleges that the exaction of a charge of nine dollars per car for the switching service herein described, is unjust, unreasonable, excessive and unlawful, and should not have exceeded two dollars per car. Complainant, therefore, prays reparation of seven dollars on each car, amount twenty-one dollars.

It appearing both from the complaint and evidence offered by the respective parties that the tariff and rate complained of has been voluntarily corrected by the defendant road, and that the tariff and charge claimed to be a discrimination against the complainant, has been cured by said amended and supplemental tariff, the prayer therefore is one for reparation of twenty-one dollars, being the overcharge on the three cars referred to in the complaint.

While the Commission may believe that said charge was an overcharge and a discrimination against the complainant, yet it further appearing that said charge has been discontinued, there is no occasion at this time for the Commission to pass upon that question, thus leaving the one question of reparation to be passed upon, and under the law and under decisions of this Commission heretofore made, the Commission holds it has no power to order a judgment in reparation for an overcharge. The defendant company, if it believes such was an overcharge, may by proper petition to this Commission, be authorized to make such refund, but that must be a voluntary action upon the part of the defendant.

For the reasons hereinabove indicated, the petition must necessarily be dismissed.

Petition dismissed.

In Case No. 2093, brought by the same complainant against the Chicago, Milwaukee & St. Paul Railway Company, the essential facts are the same, and it was agreed by the respective parties upon the hearing, that the evidence might apply to both Cases No. 2103 and No. 2093, and the prayer of the petition in Case No. 2093, also being one for reparation, must for the reasons hereinabove stated, be dismissed.

Petition dismissed.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

B. A. ECKHART, *Commissioner*.

No. 1127

Railroad and Warehouse Commission, ex rel  
Commercial Club, East St. Louis

v.

Chicago & Alton Railroad Company

The complaint in this case among other things alleges that the Chicago & Alton Railroad Company runs four passenger trains a day each way from Chicago to and from St. Louis, Mo., all of which trains leaving the city of St. Louis go over the Merchants Bridge and that none of them pass through the city of East St. Louis.

This case was heard several months ago and on the 27th of March, 1913, this Commission entered an order in relation to train service. In that order it reviewed both the facts and the law at length and among other things said:

"The situation of East St. Louis is exceedingly unfortunate at the present time as regards railway accommodation. It is to be hoped that other means will soon be furnished railroads, which could easily go through East St. Louis, and no doubt would like to do so if some way of crossing the river otherwise than by the Eads Bridge were provided."

The Commission in that order also stated:

"The Commission is of the opinion that the Chicago & Alton Railroad is not furnishing East St. Louis all the facilities for through travel that it should. True, there was evidence of a connection at Godfrey, but there was also evidence of a considerable wait for the through trains. There are not enough connections, neither are they properly scheduled to accommodate the people of East St. Louis. It is not the office of this Commission at this time to prescribe the kind of trains the Chicago & Alton shall run, but we do say—East St. Louis has not adequate railroad service, that it is the duty of the Chicago & Alton Railroad Company to furnish additional service."

The Commission in that same order stated as follows:

"Without at this time determining exactly the additional service that shall be furnished, the Commission finds that one of the greatest needs of the city of East St. Louis is that the through trains from Chicago on the Chicago & Alton Railroad should stop at East St. Louis. We believe that there should be a car or some provision made so that through passengers could be delivered at the relay station from the early incoming morning trains. It is further noticeable from the record—that there is no opportunity to leave East St. Louis northward on this road—to Chicago and other points at night; therefore, an additional service should be provided so that passengers could leave the relay depot, either aboard the through trains to Chicago and northward, or could leave the relay depot and make prompt connections with through trains at Granite City."

The Commission in the same order directed additional service similar to that indicated in above paragraphs quoted from that order. In keeping with that order as a trial the Chicago & Alton Railroad Company put on a shuttle train leaving the relay depot and connecting with the early morning train from Chicago and a night train for Chicago. This train was operated for some time and proved very unsatisfactory to the people of East St. Louis, and equally unsatisfactory to the railroad company, and the same was discontinued some months ago. Different conferences have been had and different plans suggested since that date without any definite conclusion having been reached.

The Commission again having carefully considered the question finds that the Chicago & Alton Railroad Company operates four through out-bound trains daily from St. Louis to Chicago and the same number of inbound trains daily and not one of said through trains pass through the city of East St. Louis.

It is insisted by the petitioner herein that the Chicago & Alton Railroad Company should operate at least two of their outbound and two of their inbound trains through East St. Louis and stop at the relay depot for the accommodation of passengers. After a careful examination of the schedules of other roads running from St. Louis to Chicago and through the city of East St. Louis, the Commission does not believe that it is necessary for the Chicago & Alton Railroad Company to run two of its outbound through trains to Chicago and two of its inbound trains from Chicago to St. Louis through East St. Louis, but the Commission does believe and finds that the Chicago & Alton Railroad Company should provide one through train from East St. Louis to Chicago, leaving East St. Louis at approximately 9:00 P.M.—and also schedule one through train from Chicago arriving at East St. Louis at approximately 7:00 A.M. The Commission believes that a fair trial of this service would be less expensive and much more representative than a continuation of the shuttle trains heretofore operated; and while the Commission realizes fully the difficulties at this time existing in the operation of through trains through the city of East St. Louis, it further believes that a city the size of East St. Louis is entitled to at least one through train a day as herein ordered.

It is therefore ordered, adjudged and decreed that the said Chicago & Alton Railroad Company should operate its said trains No. 5 and No. 6 through East St. Louis, or furnish East St. Louis with an equally good service, and that said service should be installed on or before January 1, 1914, and that the said railroad company continue said service with proper advertising and notice of such service to the public, and especially to the citizens of East St. Louis for a period of six months, and that during said period it shall keep a full and complete account of its receipts and disbursements on account of such service—when it may if it so desires, submit such facts to this Commission for their information and any further action that they may see fit to take in relation thereto. It being hereby understood that said service is a trial service for the period above named—after which such an order will be made by this Commission as the facts resulting therefrom may justify.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2091

Railroad and Warehouse Commission, ex rel  
Frank Essinger, et al

v.

Vandalia Railroad

*In the matter of insufficient depot facilities at Redmon, Illinois*

The complaint in this case charges that the depot at Redmon is an old and rudely constructed building, and that the waiting room is about 10x12 feet, and entirely insufficient to accommodate the passengers received and discharged from the several trains at said depot. It further charges that the depot is in bad repair—and asks for a more commodious depot building, and that said depot be moved from its present location in order that the passengers to and from the same may reach it more conveniently.

The record in this case shows that the depot at Redmon is located between Second Street on the East and Sixth Street on the west, that Third Street, Fourth Street and Fifth Street, both north and south of the railroad, do not cross the railroad track but stop on the south at Pine Street, which street runs east and west parallel with the railroad track, and that the same streets north stop at Oak Street north of the depot, and that the principal business street in Redmon is a block wide and extends from Second Street to Sixth Street; that the depot as located at present is about 300 feet from Sixth Street and about 500 feet from Second Street. Oak Street between Second and Sixth streets, being the principal traveled street

is only about 100 feet north of the depot. The depot is situated on the south side of the main track of the railroad and the switch or passing track is situated north of the main track.

In the block immediately north of the right-of-way of the railroad are two large elevators and upon this side track also there is standing—as is customary—many freight cars. The practice of the people it appears from the record is to leave Oak Street, go across the block between the elevators and between the box cars across the side track and across the main track to the depot, all of which is more or less dangerous. If the persons desiring to reach the depot come either north or south on Second Street they are required to walk 500 feet west of the right-of-way of the railroad before reaching the depot, and if they come either way on Sixth Street they are required to walk about 300 feet east on the right-of-way of the railroad, which is also more or less dangerous.

The record further shows that the depot is an old building and that either an entirely new depot should be built, or this one materially enlarged and repaired, and that there should be an additional provision made for storage of freight.

Upon the hearing of the case the railroad company submitted a plan for the remodeling, repairing and enlarging of the depot, at its present location, and suggested the building of a sidewalk from either east or west to the depot.

In view of the peculiar physical condition at this point the Commission took extra precaution to send a representative to make personal inspection and investigation, and from the record and that report the Commission finds: That there is need at Redmon of additional depot facilities and that it is impractical to move the depot on to the north side of the track; that on account of a large building on Sixth Street facing Oak Street it would be impractical to move the depot to that point for the reason that the building would very largely obstruct the view of approaching trains; that it would be both expensive and somewhat dangerous to build a sidewalk from Sixth Street to the depot, and also from Second Street to the depot in view of the fact that they would have to be built on the right-of-way of the railroad.

The record further shows that in order to enlarge and repair the depot in such a manner as to make it at all acceptable, it would have to be entirely turned around at its present location and the Commission believes that it would be but little, if any more expense, to either remove the present depot east to Second Street or to erect a depot at that point. This location is by far the most practicable of any location within the village and will not require the railroad company to build any sidewalk to reach its depot as the people can go down Oak Street from the west where there is a good sidewalk and approach the depot on Second Street from the north where there is also a good sidewalk at the present time. There are no obstructions at that point and while a goodly portion of both the traffic and passengers would need to cross both a sidetrack and the main track before reaching the depot, it would be far less dangerous than at its present location.

It is therefore ordered, adjudged and decreed by the Commission that the said railroad company remove its present depot building, repairing, improving and enlarging the same in such a manner as to meet the requirements of the village of Redmond, or erect a depot at or near Second Street in the village of Redmon, and that it present to this Commission for its examination and approval plans and specifications for such depot, and that said plans and specifications be prepared and submitted to the Commission on or before March 1, 1914, and that after such plans and specifications are approved by this Commission that such improvements be made and completed by July 1, 1914.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Railroad and Warehouse Commission, ex rel  
Board of Trade of the City of Chicago, Complainant  
v.

The Atchison, Topeka & Santa Fé Railway Company

The Chicago & Alton Railroad Company

Chicago & Eastern Illinois Railroad Company

(W. J. Jackson and E. W. Winter, Receivers thereof)

Illinois Central Railroad Company

The Wabash Railroad

(F. A. Delano, E. B. Pryor and William K. Bixby, Receivers thereof)

Defendants

*In re discrimination in rates on Chicago haul of grain to Chicago, and in  
Chicago Switching District*

The complaint in the above entitled cause, among other things, alleges  
as follows:

Paragraph 111.

"Your petitioner represents that all of said defendant carriers, and each of them, are parties to a tariff issued by L. A. Lowrey, agent, known as I. C. C. No. 17, being a local and joint tariff of terminal charges, rules and regulations from or to points within the Chicago district as indicated therein; said tariff applies on both inbound and outbound traffic and provides rules and charges on freight traffic passing through the Chicago district; said tariff was issued pursuant to a certain tentative agreement or arrangement covering the application of road haul rates to and from Chicago industries."

Paragraph IV.

"Copy of said tentative agreement is now on file with the honorable Illinois Railroad and Warehouse Commission and was submitted to said Commission on or about the month of May, 1910, for the purpose of securing the concurrence of said honorable Commission in the plan of the arrangement for switching charges therein set forth. We believe the records of said honorable Commission will show that the said honorable Commission concurred in the tentative agreement or plan provided it was worked out into a tariff satisfactorily to the shippers and carriers in interest. Such tentative agreement or plan has in fact been worked out and incorporated in said tariff, as named in paragraph 111, or otherwise made effective by individual publications by said defendant carriers, so that in fact the Chicago road haul rates, subject to a minimum charge of \$15 per car, apply to and from Chicago industries within the switching district, except as to grain received on the lines of these defendant carriers. All other carriers having terminals in Chicago apply Chicago road haul rates to and from Chicago industries on all commodities, including grain, thus carrying out the intent and purpose of said tentative agreement; the only exception aside from grain as to these five defendants being on live stock on which all switching charges are absorbed save only a terminal charge of \$2 per car."

Paragraph V.

"Your petitioner further shows that, notwithstanding that repeated effort has been made to induce these defendant carriers to comply with the terms of the said tentative agreement hereinbefore referred to, and to apply to Chicago industries the same principle of rate-making to grain as to other commodities, these defendants have refused and still refuse to do so. Your petitioner alleges that this action on the part of said defendants results in an unjust and unreasonable discrimination against grain and the dealers therein; that this action on the part of defendants further creates undue discrimination against the dealers in grain in the State of Illinois located at various country stations and shipping to this market; that it is unduly prejudicial, and, further, that

these carriers, or some of them, apply the road haul rates for the transportation of grain into the markets of Peoria and Pekin, Ill., while declining to apply the same principle of rate-making to the market at Chicago, thereby giving undue preference to the dealers of grain in the markets of Peoria and Pekin, to the prejudice of dealers in grain in this market, as will be hereinafter more specifically shown. Your petitioner further alleges that the rates for the transportation of grain within the State of Illinois are too high in and of themselves, and that said rates are too high compared with the rates of many other commodities on which delivery is effected at said rates without additional charge to any and all industries within the switching limits of Chicago. Your petitioner further alleges that these defendant carriers do apply the road haul rates on grain coming from other states to points within the Chicago switching district, thus unduly preferring the dealers in grain in other states to the injury and prejudice of dealers in grain within the State of Illinois. Your petitioner further alleges that the result of the action of these defendant carriers as above set forth and in other ways is unlawful and contrary to the provisions of the Railroad and Warehouse Act of the State of Illinois."

And the prayer of said complaint is as follows:

"Wherefore, your petitioner prays that said defendant carriers, and each of them, be required to answer the charges herein, and that an order be made requiring them, and each of them, to cease and desist from the aforesaid violation of the statutes as aforesaid, and from applying any different arrangement as to the application of Chicago road haul rates to and from Chicago industries within the switching district on grain from that they at the same time apply to other commodities, and such other and further order in the premises as appears to the honorable Commission just and proper."

The record and exhibits in this proceeding are very voluminous—there being not only the record made before this Commission together with exhibits introduced by the respective parties, but the record in a similar proceeding between the respective parties before the Interstate Commerce Commission has also been introduced in evidence, making an exceedingly large record.

The record in this case shows that prior to the Lowrey Tariff, No. 20-A, I. C. C. No. 5, effective August 1, 1911, there was practically no uniformity or regulations governing switching charges in the city of Chicago. Some of the carriers absorbed the charge on some traffic, and others did not do so. This lack of uniformity was unsatisfactory, the record shows, both to the railroad companies and to the shippers, and as a result of this dissatisfaction this Commission, after a hearing, promulgated what is known as Rule No. 23, fixing the maximum switching charges on a uniform basis and defining the switching limits. This order became effective November 1, 1908. Certain carriers obtained a preliminary injunction in the Federal Court against the enforcement of said rule, and pending the determination of that proceedings, a large number of Chicago shippers and associations together with the representatives of many of the carriers undertook to agree upon some tentative plan or rule, and after numerous conferences extending over a period of several years, in May, 1910, they agreed upon the following tentative rule as a basis to work out a joint reciprocal tariff for all Chicago terminal lines:

"Part 1. Application of Chicago Rates. A—Chicago rates to apply on all carload traffic to and from all industries, warehouses, and elevators provided with private sidings and located within the Chicago territory as defined below in section B, the line bringing the traffic into or taking the traffic out of said district to absorb such connecting line switching charges as may be necessary to make delivery to or receive from such industries, warehouses and elevators, when freight charges are \$15 per car or more, and, where freight charges are less than \$15 per car, the rates will include such portion of connecting lines switching charges as will leave the revenue of the carrier the same net revenue as would accrue after absorption of switching charges above authorized out of a charge of \$15 per car."

In this same agreement the switching district of the city of Chicago was also defined. The plan so adopted was submitted to this Commission as a substitute for Rule No. 23. In view of the great need of some uniformity, the Commission, without approving of the arrangement, stated to the respective parties in interest that if tariffs could be worked out satisfactorily to the carriers and the shippers, there would be no objection upon the part of the Commission, and the plan was permitted to go into operation; the Commission at the same time declined to approve as a permanent rule, such agreement. With this understanding, this tentative agreement was referred to a committee to be worked out into a tariff, and after many conferences between representatives of the lines in interest and the shippers as well, it resulted in what is known as Lowrey's Tariff No. 20, I. C. C. No. 1, effective August 1, 1911. It is proper, however, to note here that the defendants in this proceeding were not parties to such tentative agreement, which resulted in a complaint being made to the Interstate Commerce Commission. The complaint before the Interstate Commerce Commission was heard before the Board of Examiners in July, 1911, and at that hearing all the differences between the carriers were gone into, and resulted in the expressed willingness of all of the carriers, including the defendants herein, to accept the Lowrey Tariff, provided coal, coke, live stock and grain were eliminated. As a result of that hearing the Board of Examiners of the Interstate Commerce Commission recommended that the carriers proceed under the reciprocal plan proposed, with the suggestion that if the carriers could not agree between themselves and the shippers as to the exempted commodities, the matter should again be brought to the attention of the Commission.

The record shows that all terminal carriers did proceed upon that basis and Lowrey's Tariff No. 20-A, I.C.C. No. 5, became effective August 1, 1911.

While live stock and coal were exempted from the Lowrey Tariff, they were taken care of by individual issue, so that Chicago road haul rates applied to and from Chicago industries as to these commodities, except as to live stock, on which there is a terminal charge of \$2 per car in addition to the Chicago rate, the inbound carriers absorbing all switching charges necessary to deliver the live stock to the Union Stock Yards, except this \$2 charge, so that grain is the only commodity excluded from the application of the principle laid down in the Lowrey Tariff as to switching charges. This exception as to grain applies only at this time to the five defendants herein. Out of the twenty-three terminal carriers, eighteen of them are complying as to grain, with the tentative agreement above set forth.

The amount of switching charges absorbed by the roads complying with the Lowrey Tariff, average about \$4 per car on coal, \$6 per car on merchandise and \$3.50 per car on grain. The evidence in this case shows that it was the intent and purpose of all the carriers to apply the road haul rates to and from Chicago industries, subject to minimum earnings of \$15 per car; this testimony is largely corroborated from the fact that of the twenty-three carriers parties to the Lowrey Tariff, eighteen of them do apply Chicago road haul rates to and from Chicago industries on all traffic including grain. The five defendants in this proceeding also apply the road haul rate on all traffic except grain.

The exhibits introduced in evidence show that the defendant roads in 1912, brought in 31 per cent of the receipts of grain in Chicago during that year, which included their Illinois grain, and 69 per cent was brought in by other lines that apply the Chicago rate and absorb the switching charges.

The record further shows that the defendants do absorb switching charges on competitive grain, such as business from Missouri River to Minneapolis, and the record further shows that the defendants, at least some of them, absorb the switching charges on a carload of grain from the M. & St. L. in Iowa, but decline to apply the Chicago rate or absorb the switching charges on a carload of grain from their own line in Illinois.

Exhibit "C" shows the earnings on grain as compared with other commodities. The exhibit shows that the revenue on a carload of grain from Freeport, Ill., via the Illinois Central, would be \$49 per car; the earnings on a carload of flour from same point would be \$28 per car; on hay, \$18

per car, and on lumber, \$25 per car. The record further shows that out of such earnings the Illinois Central would absorb a switching charge on flour of \$6 per car, on hay, \$3, and on lumber, \$6 per car; the record further shows that if they would apply the Chicago rate to grain, they would absorb \$3.50 per car, leaving a net earning per car of \$45.50.

The exhibit further shows that on a carload of coal from Centralia, Ill., the Illinois Central would earn \$32.80 per car and absorb a switching charge of \$4 per car, leaving a net revenue on that car of coal of \$28.80; that on a carload of wheat from Centralia, they would earn \$70 per car, and if they absorbed the switching charge or applied the Chicago haul rate, and pay the \$3.50, their net earnings would be \$66.50 per car, providing the grain was used in Chicago locally. If it was to be forwarded via the Lake, the earnings would be \$42 per car, and if the switching charges were absorbed, this would leave a net revenue of \$32.50 per car. The record is full of exhibits and figures showing similar comparisons with other commodities, but it is unnecessary at this time to go into the figures more in detail. The figures already submitted show conclusively that a larger rate is paid on grain than on any other commodity, and the comparisons made as to the Illinois Central would apply substantially to the other defendants herein named.

It is evident from the record in this case, as shown by the testimony of a large number of dealers in grain and commission men, that the additional rate charged by the defendant roads on grain, affects the price of grain in the territory served by these defendants.

Mr. S. W. Strong in his testimony before the Interstate Commerce Commission, which evidence is submitted for our consideration, testified as follows on pages 344 to 350:

"I am Secretary of the Illinois Grain Dealers' Association located at Urbana.

"Our organization has about 700 members. They ship grain from points in Illinois to Peoria, Chicago and other markets.

"Where there is a non-absorbing road paralleling an absorbing road there is a discrimination between the shippers. You take it in the northern part of the State where the Northwestern, Illinois Central and Great Western run through the grain territory; they are perhaps fifteen miles apart at times and sometimes closer than that. The Illinois Central is a non-absorbing road between two absorbing roads. The shippers on that line are subject to this discrimination. Also down through the State where the 'Q' and the Santa Fé lines are, at Chilli-cothe, for instance, and down at Beardstown. The discrimination results from the direct competition between the absorbing and non-absorbing lines. Discrimination also results in grain from other parts of the State shipped by non-absorbing lines coming in competition with grain received by the absorbing lines. A grain dealer in the eastern part of the State has to pay a greater charge for transportation than the grain dealer in the western part of the State where the rates are the same.

"Our association operates in the corn and oats territory in the northern part of the State north of the line from the Big Four and down to St. Louis through Pana and the sections running down as far as Grayville. There are approximately 1,000 elevators there. We come as far north as the State line. We take in all the C. & E. I. territory in the eastern part of the State and as far west as the Mississippi River. In a large portion of that territory the rate is 6 cents to Chicago and in the case of a dealer located on a non-absorbing line he has to pay an additional charge amounting to \$3.50 a car.

#### CROSS-EXAMINATION

"About a year ago Chicago paid a quarter of a cent less for a time in this 6-cent territory where the switching charge was not absorbed.

"I was directed by my Board of Directors to attend this hearing."



Mr. H. H. Newell, of the Rogers Grain Company of Chicago, also testified as follows on pages 451 and 452, also on page 480 of the same record:

"I think this works a hardship on our business as to shipments consigned to us. Our own elevators are located on the Illinois Central, Wabash, C. & E. I. and Alton in Illinois. They are all on these non-absorbing lines.

"We have elevators at Jamesburg, Collison and Brothers on the C. & E. I.

"All grain shipped from our country elevators, except when delivered to an elevator located on the same line that our country elevator is located on, pays a switching charge in addition to the road haul rate.

"The effect of this is to reduce the price that we can pay in the country.

"I just want to state that the fact that there is a difference in the handling of this grain coming into Chicago on different roads, and more expensive on one road than another as it is handled now, is a serious detriment to the grain trade of Chicago, and a loss to them and a loss to the country buyer."

In the matter of the suspension of a switching rate in the city of Chicago, before the Interstate Commerce Commission, covering many of the same phases involved in this proceeding, that Commission on pages 73 and 74 of the opinion in that case, reviewed at some length the situation, and while it is in a way a repetition, it is of sufficient importance in our judgment to quote at length at this time, and is as follows:

Therefore, in order to describe the real character and scope of the present inquiry, it will be necessary to recite the recent history of these matters somewhat in detail.

"The Chicago switching district embraces an area 40 miles long and 7 to 15 miles wide. Within its borders there are perhaps 2,000 industry sidings and 10,000 shippers of freight in continuous and great volume. In addition there passes through this district diversified occasional shipments incident to a population of over 3,000,000. There are some forty carriers in and around Chicago, twenty-seven of which extend beyond the switching limits into long hauls. Prior to 1909 there was no uniformity in the switching charges in this district, some of which were made on the regular Illinois distance tariff basis, and amounted to as much as \$40 per car. There was also a lack of uniformity in the practices of the several line carriers with respect to the absorption of switching charges, and it was difficult to ascertain when and under what conditions, if at all, such absorptions would be made. There was no single switching tariff concurred in by all the lines and it was therefore necessary for the Chicago shipper to examine not only the tariffs of the switching lines, but the issues of the line carriers as well. The result necessarily was one of much confusion and uncertainty in both the ascertainment and application of the proper rate. This condition of affairs was finally brought to the attention of the Illinois Railroad and Warehouse Commission, in so far as it affected intrastate traffic, and that Commission promulgated, on November 1, 1908, maximum switching rates for the Chicago district of \$4 per car for distances not in excess of five miles; \$4.50 per car for distances of five but not exceeding fifteen miles; and \$5 per car for distances in excess of fifteen miles. The carriers secured a preliminary injunction in the federal court against this order, pending final determination of which proceeding representatives of the carriers and of certain Chicago shippers' organizations, after numerous conferences, finally entered into a tentative agreement, in writing, on May 2, 1916, which provided, speaking generally, that the flat Chicago rate would be applied on all commodities to and from Chicago for all deliveries. As a basis for this adjustment the line carriers agreed to pay and the switching lines agreed to accept from them out of the Chicago rate, when the earnings were \$15 or more per car.

1 cent per 100 pounds, minimum 60,000 pounds, on all commodities except coal, grain, and coke. It should be understood that while these latter commodities were thus specifically excepted from this arrangement with respect to the amount of the division or absorption, they were not excepted from it with respect to the application of the Chicago rate."

(Pages 76-77.) "It is apparent from the foregoing facts that this controversy is one primarily between the carriers themselves over the division of the joint rate to Chicago. It is deemed unnecessary to discuss the question of the difference, if any, between an absorption and a division which might be suggested by the difference in the manner in which the Milwaukee's share is taken care of in the joint tariffs of the various line carriers. The prime fact of importance before the Commission is that the aggregate charge has been advanced to the shipper. It is just as immaterial to him how the carriers publish or divide this charge among themselves as it is to the Milwaukee whether its proposed advance is to be borne by the shipper or by the line carrier. The question, therefore, before the Commission upon this record is the reasonableness of the carriers' charge from the mines to the Milwaukee stations in Chicago beyond Galewood. The burden of proof in that respect is upon the carriers, and they have, in our opinion, failed to sustain it upon this record. And we so find."

Without at this time entering further into the details of the record herein, the Commission, after a careful review of the successive steps that led up to the adoption of the reciprocal switching arrangement, and the action of the several carriers in relation thereto since the adoption of the same, and after a very careful examination of the record both in this case and the one before the Interstate Commerce Commission introduced in evidence, the Commission finds, from the facts, that the road haul rates on grain offered for transportation from points within the State of Illinois to the city of Chicago, charged by the defendants herein, are unreasonable as compared with the charges on other commodities, and too high in and of themselves, to the extent that such rates do not cover the delivery of grain to points within the Chicago switching district, as defined in Agent L. A. Lowrey's Tariff No. 20-D, I. C. C. No. 17, and re-issues thereof, so far as such district includes points wholly within the State of Illinois, and that such charges and rates as now made by the defendant roads on grain, is a discrimination against the same and the dealers therein, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the said defendants, the Atchison, Topeka and Santa Fé Railway Company, the Chicago & Alton Railroad Company, Chicago & Eastern Illinois Railroad Company (W. J. Jackson and E. W. Winter, receivers thereof, Illinois Central Railroad Company, and the Wabash Railroad (F. A. Delano, E. B. Pryor and William K. Bixby, receivers thereof), and each of them, are hereby notified and required, on or before the 15th day of December, 1913, to establish rates now published by them for the transportation of grain between points within the State of Illinois and the city of Chicago, jointly, with each other, and with the following common carriers:

- The Baltimore & Ohio Railroad Company,
- The Baltimore & Ohio Chicago Terminal Railroad Company,
- The Belt Railway Company of Chicago,
- Calumet, Hammond & Southeastern Railroad Company,
- The Chesapeake & Ohio Railway Company of Indiana,
- Chicago & Calumet River Railroad Company,
- Chicago & Erie Railroad Company,
- Chicago & Illinois Western Railroad Company,
- Chicago & Northwestern Railway Company,
- The Chicago & Western Indiana Railroad Company,
- Chicago, Burlington & Quincy Railroad Company,
- Chicago Great Western Railroad Company,
- Chicago, Indiana & Southern Railroad Company,
- Chicago, Indianapolis & Louisville Railway Company,
- Chicago Junction Railway Company,

Chicago Lighterage Company of Illinois,  
 Chicago River & Indiana Railroad Company,  
 The Chicago, Rock Island & Pacific Railway Company,  
 Chicago Short Line Railway Company,  
 Chicago Warehouse & Terminal Company (Illinois Tunnel Co.),  
 The Chicago, West Pullman & Southern Railway Company,  
 Cleveland, Cincinnati, Chicago & St. Louis Railway Company,  
 Grand Trunk Railway System,  
 Illinois Northern Railway,  
 Indiana Harbor Belt Railroad Company,  
 The Lake Shore & Michigan Southern Railway Company,  
 Manufacturers' Junction Railway Company,  
 Merchants' Lighterage Company,  
 Michigan Central Railroad Company,  
 Minneapolis, St. Paul & Saulte Ste. Marie Railway Company,  
 The New York, Chicago & St. Louis Railroad Company,  
 Pennsylvania Company,  
 Pere Marquette Railroad (Frank W. Blair, Dudley E. Waters, S. M. Felton, receivers),  
 The Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company,  
 Pullman Railroad Company,

which said rates shall be the maximum to be charged for the transportation of grain to or from points within the Chicago switching district, as defined in Agent L. A. Lowrey's Tariff No. 20-D, I. C. C. No. 17, and re-issues thereof, so far as such switching district includes points wholly within the State of Illinois, and if said carriers shall refuse or neglect to establish voluntarily the divisions of such rates by January 1, 1914, this Commission will prescribe and fix the just and reasonable division of such rates between such carriers.

The Commission reserves full and complete jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary to carry out the provisions or directions of this order.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
 B. A. ECKHART, *Commissioner*,  
 J. A. WILLOUGHBY, *Commissioner*.

No. 2015

Railroad and Warehouse Commission, ex rel  
 American Sand & Gravel Company, et al., Complainants

v.

Chicago & Northwestern Railway Company, Defendant

*In re complaint of rate on sand and gravel in the Fox River Zone*

While the complainants in this case purport to make certain charges against the Chicago & Northwestern Railway Company on account of certain rates and on account of certain groups for the purpose of making certain rates, the complaint is in effect a petition asking this Commission to set aside an order made in another case in relation to the same subject matter.

The testimony of only one witness was taken and that does not seem in any wise to be material to any of the issues presented in the briefs and arguments of counsel upon either side.

The first paragraph of the statement in complainants' brief is as follows:

"This case arises out of the decision of this Honorable Commission in the case of Atwood-Davis Sand Company versus Chicago & Northwestern Railway Company, No. 1165, decided July 16, 1912. The interests of these complainants were not represented at the hearing in that case and at this time they present to the Commission their side of the controversy. They think the order in the Atwood-Davis case is unfair to them, and, therefore, want it vacated."

The last paragraph of such statement is as follows:

"What the complainants now really desire is that the order in the Atwood-Davis Sand Company case be vacated by proper order of this Commission. They are not, however, admitting that the rate now applied to the inner zone of  $1\frac{1}{2}$  cents per 100 pounds is a reasonable rate for the service rendered."

The argument is based entirely, or practically so, upon the soundness or unsoundness of the conclusions reached by the Commission in what is referred to as Case No. 1165, and known as the Atwood-Davis Sand Company case, and would have been a very proper brief in that case for the defendant, but we are unable to see its application to this particular Case No. 2015, inasmuch as it is arguing a case which has been heard, decided and is still pending on appeal in the Circuit Court of Sangamon County.

The following paragraph appears on page 11 of complainants' brief:

"To this Honorable Commission, these complainants present their brief much in the character of an *amicus curiae*."

Translated into English so that the common people may understand what is meant, the words "*amicus curiae*" mean "a friend of the Commission." While we are exceedingly grateful to the complainants for the great interest manifested in the Commission, we are of the opinion that they are much more interested in the zones relating to sand and gravel, than they are in the welfare of the Commission. Besides if they desired to appear as an *amicus curiae* to properly steer the Commission off the rocks and shoals of danger, they should have appeared in the Atwood-Davis Sand Company case, where if we are to believe the briefs filed by the complainants and defendant, the Commission entirely wrecked itself.

It is stated that the complainants in this case were not a party to the proceeding in the Atwood-Davis Sand Company case, so often referred to in the briefs; that being true, under every rule of law they were not and would not be bound by any finding in that case. If the contention of complainants, as well as the defendant herein, is correct, namely, that the Commission did not have jurisdiction to render any decree in the Atwood-Davis Sand Company case, and if it did have jurisdiction that the decree is against both the law and the facts, that can all be determined in the Circuit Court upon the hearing, where the same is now pending, and if the Circuit Court should sustain the views of both the complainants and the defendant herein, no injury can come to the complainants herein. If upon the other hand the court should sustain both the jurisdiction and the views of the Commission in the decree entered in the Atwood-Davis Sand Company case, then no harm can come to the complainants so far as this proceeding is concerned, and notwithstanding the very able and exhaustive arguments of counsel on both sides in this proceeding against the holding of the Commission in the Atwood-Davis Sand Company case, the Commission is not satisfied that the decree in that case is erroneous. The Commission, therefore, declines to review or set aside by this decree or in any other manner, the order in that case, and inasmuch as the appeal in that case suspended the operation of the order made by the Commission and will so suspend it until the case is disposed of in the Circuit Court, the complainants herein are not being injured by the rates, they remaining the same as they were prior to the order of this Commission.

For the reasons hereinabove indicated, the petition herein is denied and dismissed without prejudice, with the right of complainants upon notice to the defendant road, to have same redocketed for the purpose of taking such further steps as may be necessary or desirable after the final decision in the Atwood-Davis case in the courts.

Petition denied.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*.

No. 2101

Railroad and Warehouse Commission, ex rel  
Joseph Iron Company, Petitioner

v.

Chicago, Burlington & Quincy Railroad Company, Defendant

*In the matter of the increase in rate on scrap iron, carload lots, between  
Chicago and Aurora*

This is an application made by the Joseph Iron Company against the defendant road for a reduction of rate on scrap iron, carload lots, between the city of Aurora, Ill. and the city of Chicago, Ill. The petition alleges that for more than ten years last past the rate on scrap iron has been 55 cents per gross ton, and that the same has recently been advanced to 65 cents per gross ton which is as charged by the petitioner an unnecessary raise and making an unreasonable rate, and prays the Commission to reduce the rate to 55 cents.

From a careful examination of the facts in this case and comparison of rates in the immediate locality for the same service, we find that the rate on scrap iron between Chicago and Joliet is 50 cents per gross ton—and that this same rate applies between Milwaukee and intermediate points to Chicago. These facts and other which were brought to the knowledge of the Commission seem to justify the complaint of the Joseph Iron Company that the rate of 65 cents per ton is discriminatory against them and an unreasonable rate, and without passing upon whether the rate is reasonable or unreasonable—in view of other rates, especially the rate from Joliet for the same material under similar conditions, which is 50 cents, the Commission finds that 65 cents per gross ton is an unreasonable rate.

It is therefore ordered, adjudged and decreed by the Commission that the Chicago, Burlington & Quincy Railroad Company be and they are hereby directed to reduce such rate of 65 cents per ton on scrap iron between Aurora and Chicago, Ill. to 55 cents per gross ton, and that said rate shall remain in force so long as the rates now in force from similar points in the same locality remain the same as they are.

This order shall be effective as to the rate on and after November 24, 1913.

By order of the Commission this 25th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
RICH. YATES, *Commissioner*.

# MISCELLANEOUS ORDERS AND RULINGS OF THE COMMISSION DECEMBER 1, 1912, TO DECEMBER 1, 1913

Miscellaneous Docket No. 470

Mobile & Ohio Railroad Company  
Ex parte

*Application for authority to protect rate on shipment of silica from Mill Creek to Jonesboro, Illinois*

Now on this day comes the Mobile & Ohio Railroad Company and files herein the following application:

"We have handled one or more shipments of crude silica, in carloads, from Mill Creek to Jonesboro, Ill., the only rate published is the class rate of 3.9 cents per hundred pounds. The Southern Illinois Manufacturing Company state that this rate is prohibitive and we are willing to publish a rate of 30 cents per ton, which they state will enable them to handle this material.

"We are willing to make settlement with the Southern Illinois Manufacturing Company at rate of 30 cents per ton on the one or more cars already moved, if your honorable Commission will permit us to do so. Will you please advise if we can make such settlement?

[Signed] "J. M. DENYVEN  
"General Freight Agent"

And the Commission being fully advised in the premises, finds, that the request of the Railroad Company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Mobile & Ohio Railroad Company be, and the same is hereby authorized to make settlement on said shipments on said basis of 30 cents per ton.

By order of the Commission this 3d day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 468

The Wabash Railroad Company  
Ex parte

*Application for authority to protect rate on shipment of sand from Gibson to Pontiac, Illinois*

Now on this day comes the Wabash Railroad Company and files herein the following application:

"Supplement 14 to Wabash Tariff B-10936, effective October 1, 1912, protects rate 45 cents per ton on sand, car loads, from Gibson, Ill., to Pontiac, Ill.

"Shippers failed to advise of these shipments, hence the tariff not put in effect until October 1st. However, to protect them, we ask authority to settle on three car loads billed out on the 27th and 28th of September.

[Signed] "W. L. BOWLUS,  
"Division Freight Agent."

And the Commission being fully advised in the premises finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Wabash Railroad Company be, and the same is, hereby authorized to settle on 45 cent per ton basis for said three car loads.

By order of the Commission this 3d day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 476

Chicago, Burlington & Quincy Railroad Company  
Ex parte

*Application for authority to make reparation for overcharge in switching*

Now on this day comes the Chicago, Burlington & Quincy Railroad Company, and files herein the following application:

"I hand you herewith claim for overcharge presented by J. J. Badenoch Co., Chicago, which is based on a charge of \$4 per car, the tariff rate now carried for this service. The claim is caused by an advance in our switching tariff, effective August 1, 1911, under which the rate was made \$6 per car. Subsequently this was reduced on complaint of Mr. Hopkins, of the Chicago Board of Trade, an agreement with the board having been overlooked when our advance was made.

"We are entirely willing to make the concession asked for by the Badenoch Company, and I shall be glad if your honorable Commission will be kind enough to approve this reduction through our Claim Department."

[Signed] "E. R. PUFFER,  
*General Freight Agent.*"

And the Commission being fully advised in the premises finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago, Burlington & Quincy Railroad Company be, and the same is, hereby authorized to make reparation on the \$4 per car basis or an amount of \$63.50.

By order of the Commission this 19th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 475

The Atchison, Topeka and Santa Fé Railway Company  
Ex parte

*Application for authority to make reparation for overcharge in weight on shipment of crushed stone*

Now on this day comes the Atchison, Topeka and Santa Fé Railway Company and files herein the following application:

"Referring to Claims 1055, 1057, 1088, 1089 and 1090 filed by the United States Crushed Stone Co. covering alleged overcharge in weight on certain shipments of crushed stone from McCook to Streator and Pekin, Ill., these claims, as you will note, are all filed for overcharge in weight. Our tariffs in effect at the time shipments moved, namely, Santa Fé System Tariff No. 8133, covering rates from McCook to Streator, and Santa Fé System Tariff No. 6082-D, covering rates from McCook to Pekin, Ill., provided that minimum weights on crushed stone would be

the marked capacity of the car. According to the statements of the claimant these cars were loaded to their full visible capacity, and that they were unable to load to minimum capacity on account of the low sides of the car. An examination of the cars indicates that in majority of cases they are cars belonging to eastern lines, namely, the B. & O. R. R., P. & R. and Pennsylvania Company, and I believe that these cars are used by eastern lines for carrying ore, and while it is a fact that the journals will allow of the loading of the marked weights on commodities, such as ore, billets and pig iron, it is impossible to load marked weight of these cars on such commodities as crushed stone, because the shell capacity of the car is not large enough.

"Subsequent to the movement of these shipments, namely, in Supplement No. 21 to System Tariff No. 8133-A, effective November 15, 1912, and effective November 13, 1912, in Santa Fé System Tariff No. 6082-D, we amended our minimum weights covering commodities in question to provide that the minimum weight would be 90 per cent of the marked capacity of the car. We feel, therefore, in justice to the complainants, that it would be proper to apply this minimum weight retro-active to cover shipments in the attached claims. It will be impossible, however, to have our auditor take this action unless such refund is approved by your honorable Commission. Attached to these papers you will find an affidavit from shipper to the effect that the cars were loaded to their full visible capacity.

"Will you please advise if there are any objections on your part to our protecting on these shipments, rates subsequently established. For your information I am attaching complete copies of the tariffs referred to above.

[Signed] "F. H. MANTER,  
"Assistant General Freight Agent."

And the Commission being fully advised in the premises finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission, that the said Atchison, Topeka and Santa Fé Railroad Company be, and the same is, hereby authorized to make reparation on said shipment of crushed stone on basis of actual weight subject to minimum weight of 90 per cent of the marked capacity of the car.

By order of the Commission this 19th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 477

Chicago and Eastern Illinois Railroad Company  
Ex parte

*Application for authority to protect rate on shipment of lumber from  
Boaz, Illinois, to Cairo, Illinois*

Now on this day comes the Chicago and Eastern Illinois Railroad Company, and files herein the following application:

"Referring to claim covering a shipment of Green Ash Lumber from Boaz, Ill., to Cairo, Ill., via Karnak and the Big Four Car 12794, December 13, 1911.

"C. & E. I. freight tariff 2800-C ICC-2596 effective July 15, 1911, named a rate of 4 cents per 100 lbs. from Joppa to Cairo in connection with the Big Four. The same tariff named a rate of 4.5 cents per 100 lbs. from Thebes to Cairo via Karnak and the Big Four. Item No. 15 shows Boaz, Ill., as taking the same rates as Thebes, Ill., Item No. 4 which is the intermediate clause, provides for the application of rates from the next more distant point from points not having a specific rate. The rate of 4 cents named on page 100 of tariff 2800-C should



have applied from Joppa and intermediate points and a rate of 4.5 should have applied from Thebes and intermediate points. We believe we could safely apply the 4-cent rate from Boaz to Cairo but would like to have authority of your Honorable Body before doing so.

[Signed] T. O. JENNINGS,

*"General Freight Agent."*

And the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission, that the said Chicago and Eastern Illinois Railroad Company be, and the same is hereby authorized to protect said rate of 4 cents per 100 lbs. on said shipment of lumber.

By order of the Commission this 20th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

B. A. ECKHART, *Commissioner.*

J. A. WILLOUGHBY, *Commissioner.*

#### Miscellaneous Docket No. 479

##### The Baltimore & Ohio Southwestern Railroad Company Ex parte

*Application for authority to protect rate on shipment of scrap paper from East St. Louis to Taylorville, Illinois*

Now on this day comes the Baltimore & Ohio Southwestern Railroad Company and files herein the following application:

"Referring to papers in claim of the E. Z. Opener Bag Co., Taylorville, Ill., amounting to \$11.29 and representing freight charges on five cars of scrap paper shipped from East St. Louis during August and September, same being in excess of the present rate of 6½ cents as published in Supplement No. 4 to our Tariff H-2176-E, effective October 2.

"While we are willing to protect the rate of 6½ cents on shipments in question, understand we have no authority under which we could waive this amount, and therefore ask your Honorable Commission if it will be satisfactory for this company to arrange settlement with the above consignees on basis of 6½ cents for shipments in question.

[Signed] "S. T. McLAUGHLIN,

*"General Freight Agent."*

And the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission, that the said Baltimore & Ohio Southwestern Railroad Company be, and the same is hereby authorized to make settlement on basis of 6½ cents on shipments in question.

By order of the Commission this 27th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

B. A. ECKHART, *Commissioner.*

J. A. WILLOUGHBY, *Commissioner.*

#### Miscellaneous Docket No. 235

##### Railroad and Warehouse Commission

v.

##### Chicago & Milwaukee Electric Railroad Co.

*In the matter of report of the Engineer of the Commission in relation to bridge on the line of the Chicago & Milwaukee Electric Railroad Company in the city of Waukegan, one block south of the Terminal at Madison Street.*

In the above entitled cause the Commission having heretofore directed its engineer to make an examination of such bridge and make a report to

the Commission, and the engineer having made such report to the Commission, and upon further hearing in relation thereto, the Commission did on the 26th day of September, 1911, enter an order in this proceeding in relation to said bridge, and in such order among other things said:

"And the said road is hereby authorized to use said bridge for a period of one year from this date, provided that no car be allowed to pass over said bridge with a weight exceeding ninety thousand pounds, and provided further that the speed shall not exceed five miles per hour while crossing said bridge; and it is further ordered that said company prepare plans and be ready to have a bridge completed to take the place of the present bridge within one year from this date."

And it appearing from the report of the engineer to this Commission that the said Chicago & Milwaukee Electric Railroad Company have not complied with the order of said Commission by erecting a new bridge, and it further appearing that the time given in the order herein above referred to allowing said respondent railroad to cross said bridge has expired, and it appearing to the Commission further that said bridge is unsafe and unfit for use of said railroad, and that said railroad has in a large measure of its own accord ceased using said bridge, but is to a certain extent using it.

And the Commission being fully advised in the premises, it is hereby ordered, adjudged and decreed that said respondent railroad shall cease entirely to use said bridge herein above referred to and referred to in the former order in this proceeding for the reason that the Commission finds that said bridge is unsafe for railroad traffic, and that it would be dangerous and against public policy to permit said bridge to be longer used for railroad traffic.

This order shall be in full force and effect from this date.

By order of the Commission this 28th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### Miscellaneous Docket No. 469

#### The Illinois Southern Railway Company Ex parte

Now on this day comes the Illinois Southern Railway Company and files herein its application for an extension of the permission provided for in an order heretofore entered on the 29th day of November, 1912.

And the Commission having examined such application and being fully advised in the premises.

It is hereby ordered that permission given in original order be, and the same is hereby extended to March 5, 1913.

By order of the Commission this 30th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

#### Miscellaneous Docket No. 489

#### Illinois Central Railroad Company Ex parte

*Application for authority to protect rate on shipment of staves from Kensington (Chicago) to Pekin and from Union Stock Yards (Chicago) to Peoria, Illinois*

Now on this day comes the Illinois Central Railroad Company and files herein the following application:

"There moved in November, 1912, from Kensington (Chicago) via our line to Pekin, Ill., Soo Line car No. 104646 containing staves consigned to the Pekin Stave Manufacturing Company; also in November, 1912,

from Union Stock Yards (Chicago) to Peoria, C. & O. No. 3203, staves consigned to Madigan & Walsh.

"Our route between Chicago and Peoria and Pekin is very circuitous as compared with the short line route. Via our route from Kensington to Pekin the rate on staves, carlots, is the distance tariff rate of 9.8 cents per 100 pounds. Via our route from Union Stock Yards to Peoria the rate on staves, carlots, is the distance tariff rate of 10.2 cents per 100 pounds. Via the short line route of the C. & A. the rate from Chicago to both Peoria and Pekin is 7 cents per 100 pounds and had the two shipments above mentioned moved via the C. & A. the rate applicable thereto would have been 7 cents.

"We ask the Commission to authorize our company to apply the 7 cent rate on these two shipments. In other words, we desire the Commission's authority to make settlement on the basis of the rate that would have applied had the shipments moved via the short line route.

[Signed] "J. H. CHERRY,

"Assistant General Freight Agent."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Illinois Central Railroad Company be, and the same is, hereby authorized to make settlement on said shipments on said basis of 7 cents per 100 pounds.

By order of the Commission this 14th day of January, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2014

Railroad and Warehouse Commission, ex rel  
St. Louis, Springfield & Peoria Railroad

v.

Illinois Central Railroad Company

In the language of counsel for petitioner:

"This case is a petition which is brought by the St. Louis, Springfield & Peoria Railroad which also have a line running from Madison and Venice near the city of St. Louis, to Springfield and through Springfield to Peoria and Bloomington. We ask the Illinois Central Railroad Company to put in a through joint rate with us for the transportation of apples originating in Calhoun County and destined to Chicago."

In answer to a question propounded to Mr. Quackenbush, the traffic manager of the petitioner, as to the route these apples would take, he replied as follows:

"They will be transported by boat from Calhoun County to Venice in barrels, and the barrels loaded from boat in our cars at the Venice landing, thence from our rails to Springfield where we have a direct connection with the Illinois Central."

The record further shows that the Illinois Central Railroad is also located in East St. Louis with a direct line to the city of Chicago via Springfield. The record also shows that a short distance down the river from Venice is the Wiggins' Ferry Company which opens its facilities to all lines, and that cars can be set there for the shipment of apples from any point, and easier received and handled than they are at Venice. The record also shows that the shortest route for apples from Calhoun County is by way of the Chicago & Alton Railroad from Alton, and also that these shippers desire the benefit of the respondent's delivery on South Water Street, Chicago, which is the place where such apples are generally sold; they could receive that by shipping directly from the terminal of the respondent road at East St. Louis.

The Commission finds further from the record in this case that the shippers of apples in Calhoun County have ample facilities at this time at their command, and that several lines of road are soliciting the business, and that their apples can be received and transported by either the petitioner, or a number of other roads at substantially the same price. The record also shows that the petitioner desires a rate fixed and a route named by which it can receive this freight in Venice, which is practically in East St. Louis, and only a very short distance from the terminal of the respondent road in East St. Louis, and that it be permitted to carry said freight from Venice or East St. Louis to the city of Springfield, and there turn the same over to the respondent road.

The distance from East St. Louis to Chicago is 281 miles, which would be the distance of the transportation of this product. It is 96 miles from Venice, or East St. Louis to Springfield, which is about one-third of the distance from the origination to the destiny of this freight. While this Commission has never directly passed upon the question involved under the new statute, the Interstate Commerce Commission has laid down a rule for through routes and rates which is as follows:

"In shipping through routes, the Commission shall not require any company without its consent to embrace in such route substantially less than the entire length of its railroad and of any intermediate railroad operated in conjunction and under a common management or control which lies between the termini of such proposed route unless to do so would make such through route unreasonably long as compared with another practicable through route which could otherwise be established."

This rule would seem to apply to the case at bar inasmuch as if this route were established the effect would be to permit the petitioner to carry and receive one-third of the haul between the originating point and the termini, while the respondent road has a line practically the entire route.

The proviso in section 27 of the Act 1911 of this State provides further as follows:

"Provided that upon such hearing the Commission shall find that such through rate and classification or joint rate is necessary for the accommodation of the public and will not give one carrier an unfair or unequal advantage over another."

Applying this rule in conjunction with the rule laid down by the Interstate Commerce Commission to authorize one road to carry one-third of the distance practically paralleling lines of another road would seem to be giving an unequal advantage, especially when the record shows that the respondent road has facilities substantially as good, if not better than the petitioner.

Further the record in this case as we view it, does not make it necessary to make such route or rate for the accommodation of the public for the reasons indicated herein above, while as a general principle we believe in through rates and through routes and adhere to that principal in this opinion, but hold that the facts in this particular case do not justify the making of this through route or through rate for the reasons indicated. The prayer of the petition will, therefore, be denied and the petition dismissed.

By order of the Commission this 15th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 490

Chicago and Eastern Illinois Railroad Company  
Ex parte

*Application for authority to protect rate on shipments of silica*

Now on this day comes the Chicago and Eastern Illinois Railroad Company and files herein the following application:

"Three cars ground silica were shipped from Tamms, Ill., to Chicago, Ill., consigned to T. J. Patterson Co., as follows:

July 9, 1912, M. P. car No. 13099 covered by Tamms to Chicago way bill 48.

August 7, 1912, I. C. car No. 131353, way bill 47.

August 30, 1912, C. R. I. & P. car No. 35448, way bill 208.

These cars were billed at rate of 10 cents, which was the correct rate on above dates, per C. & E. I. Tariff 1314-B ICC 2647, effective May 1, 1912, on Illinois State Traffic.

Supplement 2 was issued effective September 24, 1912, reducing rate to 8 cents. The 8 cent rate was in effect prior to May 1, 1912, in C. & E. I. Tariff 5400 ICC 2582.

When our tariff 1314-B ICC 2647 was issued we neglected to include ground silica in sacks as taking the 8 cent rate.

In view of this fact we respectfully request authority to collect charges on these shipments on basis of 8 cent rate.

[Signed] T. O. JENNINGS,

*General Freight Agent."*

And the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago and Eastern Illinois Railroad Company be, and the same is hereby authorized to collect charges on said shipments on said 8 cent basis.

By order of the Commission this 21st day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### Miscellaneous Docket No. 491

#### Chicago & Eastern Illinois Railroad Company Ex parte

*Application for authority to make reparation for overcharge in switching*

Now on this day comes the Chicago & Eastern Illinois Railroad Company, and files herein the following application:

"The petitioner notified the Main Bros. Box Lumber Co. of our intention to publish a switching charge of \$1 per car from Main Bros. Veneer plant to their box factory. This was done of January 8, 1913. We desire authority to refund charges in excess of \$1 on cars Nos. C. & E. I. 745, 1233, 61247, L. & N. 14975 and C. & E. I. 1564 handled during December, 1912.

[Signed] "E. S. STEPHENS,  
*"Assistant General Freight Agent."*

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago & Eastern Illinois Railroad Company be, and the same is, hereby authorized to make refund of \$1 per car on each of said cars enumerated.

By order of the Commission this 22d day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*

## Miscellaneous Docket No. 467

## Railroad and Warehouse Commission

v.

## Chicago and North Western Railway Company

*Citation to show cause why a twenty cent charge is assessed for switching movement on coal from Geneva to the State Home for Boys*

In the above entitled cause, the attention of the Commission was called to the fact that the Chicago and North Western Railway Company was assessing a charge of twenty cents per ton for switching movement on coal from Geneva to the State Home for Boys at St. Charles. This coal, the record shows, was shipped via the Monon Railroad to a connection on the Elgin, Joliet & Eastern Railroad, thence via Aurora, care of the Chicago and North Western Railway Company to Geneva. The tariff of the defendant road showed this rate as eighty-seven cents per ton to Aurora, and forty cents per ton from Aurora to Geneva, via the Chicago & Northwestern Railway, and the authority of the Chicago and North Western Railway Company to assess such a charge, was questioned, and the Commission requested an investigation of their authority so to do.

Upon the hearing of the cause, it appeared that a track leading from Geneva to the Boys Home at St. Charles was constructed in 1903, under an agreement made by the Chicago and North Western Railway Company with the trustees or proper authorities of the Boys Home at St. Charles, and that said track was to be constructed on certain terms mentioned in said agreement made at that time. The authorities of the Boys Home were to furnish the right-of-way, and the railway company was to lay the track and keep the same in order, the understanding being at that time that the charges for handling the coal from Geneva to St. Charles would be in addition to the rate charged to Geneva, for the purpose of covering the extra cost of switching, with the understanding at the time the track was put in, that the extra charge would be based on \$10 per car.

The record further shows that this agreement was continued for some time, when a revision of the charge was asked by the authorities of the Boys Home, and an agreement entered into for a rate of \$5 per car on shipments of one car at a time, and a lower charge per car when shipments were handled two or more cars at a time. This rate was maintained by the defendant road until October 20, 1911, when an increased rate was placed in the tariff.

It appearing to the Commission from the record herein that an agreement was entered into between the defendant railroad company and authorities of the Boys Home at St. Charles on December 1, 1904, wherein the original rate was changed and the following rates adopted by said Chicago and North Western Railway Company for switching carload freight between Geneva and St. Charles Home for Boys:

One car at a time.....	\$5.00 per car
Two to four cars at the same time.....	3.00 per car
Five cars or over at the same time.....	2.00 per car
No charge for empty cars.	

And it further appearing to the Commission that a change was made October, 1911, without any agreement upon the part of the proper authorities of the Boys Home at St. Charles, and the Commission having suggested to said defendant railway company that it should restore the rates as hereinabove quoted, which were in effect prior to October, 1911, and the said defendant railway company having agreed thereto:

It is therefore ordered, adjudged and decreed by the Commission that the following rates be and they are hereby established for such service, namely:

One car at a time.....	\$5.00 per car
Two to four cars at the same time.....	3.00 per car
Five cars or over at the same time.....	2.00 per car
No charge for empty cars.	

By order of the Commission this 4th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 479

The Baltimore & Ohio Southwestern Railroad Company  
Ex parte

*Application for authority to protect rate on shipment of scrap paper from East St. Louis to Taylorville, Illinois*

Now on this day comes the Baltimore & Ohio Southwestern Railroad Company and files herein the following application:

"December, 1912, we forwarded to you papers in claim for relief of our agent Taylorville account five cars scrap paper from East St. Louis to Taylorville. These cars were billed at the rate in effect via our line although there was current via other lines from East St. Louis to Taylorville, rate of 6½ cents per 100 pounds, which rate had been quoted to our agent, but owing to delay in issuing our tariff, was not in effect at the time the cars moved. Our people petitioned your Commission for authority to protect the 6½ cent rate and this permission was given.

"In making up his claim for relief our agent at Taylorville omitted one car which is covered by the attached correspondence. If consistent, I would be glad if you would extend your authority to cover this additional car so we can protect the 6½ cent rate and relieve our agent of the amount.

[Signed] "J. D. MARNEY,  
"Division Freight Agent."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Baltimore & Ohio Southwestern Railroad Company be, and the same is hereby authorized to make settlement on basis of said 6½ cents per hundred pounds on said additional car.

By order of the Commission this 8th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 496

Illinois Central Railroad Company  
Ex parte

*Application for authority to protect rate of 50 cents per ton, on sand moving from Rockford to Chicago, Illinois*

Now on this day comes the Illinois Central Railroad Company and files herein the following application:

"Referring to a number of expense bills covering freight charges unpaid either in whole or in part of various shipments of sand which moved from Rockford to Chicago via our line during the period beginning with June and ending with November, 1912: during this period our tariff covering the rate on sand, carlots, from Rockford to Chicago, in so far as its rate on sand, was concerned, was not subject to Agent Lowrey's switching tariff, and therefore on shipments for delivery within the Chicago switching limits at points on the lines of our Chicago connections we had no tariff authority for applying less than the combination of our rate to Chicago with the switching charge of

the connecting line from connection with our rails to point of delivery of the sand.

"Taking effect December 22, 1912, we had the tariff corrected so as to make it subject to provisions of Agent Lowrey's tariff, and therefore we are now in position, as we have been since December 22, to apply to points within the Chicago switching limits on the lines of our connections, a rate of 50 cents per ton, minimum weight 60,000 lbs. per car, on sand shipments from Rockford.

"Other lines throughout the period of the movement in question had in effect arrangements whereby they would have been able to apply the through rate of 50 cents per ton, minimum weight 60,000 lbs., and a hardship will result to our patrons in this case if we cannot on the particular shipments involved give them the same rate that our competitors could have given them, and which we are now under the present tariff, able to give them.

"To the end that the case may be disposed of to the satisfaction of both our company and the owner of the sand, we respectfully request that the Commission authorize the application to the particular shipments involved, of rate of 50 cents per ton, minimum weight 60,000 lbs. per car.

[Signed] "J. H. CHERRY,  
"Assistant General Freight Agent."

And the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission, that the said Illinois Central Railroad Company be, and the same is hereby authorized to make settlement on basis of 50 cents per ton, on shipments of sand in question.

By order of the Commission this 12th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 491

Chicago & Eastern Illinois Railroad Company  
Ex parte

*Application for authority to make reparation for overcharge in switching*

Now on this day comes the Chicago & Eastern Illinois Railroad Company, and files herein the following application:

"Referring to Miscellaneous Docket No. 491 and your order of January 25, 1913, authorizing this company to refund \$1 per car to Main Bros. on C. & E. I. cars 745, 1233, 61247, 14975 L. & N. and 1564 C. & E. I.—will you kindly take up with the Commission and have a supplemental order issued authorizing refund on C. & E. I. cars 35919, 35302, Mo. Pac. 19077 and P. R. R. 57541, four cars more.

[Signed] "E. S. STEPHENS,  
"Assistant General Freight Agent."

And the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission, that the said Chicago & Eastern Illinois Railroad Company be, and the same is hereby authorized to make refund of \$1 per car on each of said cars C. & E. I. 35919, 35302, Mo. Pac. 19077 and P. R. R. 57541.

By order of the Commission this 12th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.



## Miscellaneous Docket No. 497

The Chicago & Alton Railroad Company  
Ex parte*Application for authority to protect rate on shipment of crushed stone from  
Chester, Illinois, to Highway Commissioners, Whitehall, Illinois*

Now on this day comes the Chicago & Alton Railroad Company and files herein the following application:

"On May 27, 1911, the C. & A. R. R. moved three carload shipments of crushed stone which originated at Chester, Ill., consigned to Highway Commissioners at Whitehall, Ill., which stone was for good road purposes.

"At the time the shipment moved the C. & A. applied its regular tenth-class rate from East St. Louis to Whitehall of 5.4 cents cwt. Our agent wired us that there were some shipments to move to Whitehall and inasmuch as we had a tariff in effect which provided for one-half cent per ton per mile on stone when for good road purposes, but such tariff did not apply from East St. Louis, Ill. We wired our agent to the effect that we would proceed immediately to amend our tariff so to apply from East St. Louis, Ill., but it seems he misconstrued our message and reduced the charges from 5.4 cents cwt. to one-half cent per ton per mile which was not in accordance with tariff in effect at date of movement. We afterwards provided for this rate in our tariff 1419-A and as much as we do not like to recollect undercharge from Highway Commissioners, would ask your Commission to advise if we are at liberty to submit an application to your Body requesting authority to waive the undercharge or can you grant us this permission without the necessity of filing with your Commission, your special application blank which provides for such traffic as this.

[Signed] "J. A. BEHRLE,

*"Chief of Tariff Bureau."*

And the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission, that the said Chicago & Alton Railroad Company be, and the same is hereby authorized to protect said rate of one-half cent per ton per mile on said shipments of crushed stone.

By order of the Commission this 13th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

## Miscellaneous Docket No. 506

Illinois Central Railroad Company  
Ex parte*Application for authority to protect rate of 15½ cents on shipment of  
agricultural implements from Chicago to Mt. Carmel and Grayville,  
Illinois*

Now on this day comes the Illinois Central Railroad Company and files herein the following application:

"Referring to original paid freight bills for two cars of agricultural implements shipped by the International Harvester Company via our line to Mt. Carmel and Grayville, Ill., in May and June, 1912. At that time we had in effect no rates on the traffic less than the class rates, which were the rates charged. The rate via the C. I. & S. in connection with the C. C. C. & St. L. to both points was 15½ cents per hundred

pounds, in accordance with C. I. & S. tariff bearing GFO No. 306-D. The present rate via the C. I. & S.—C. C. C. & St. L. route is 15 cents per 100 pounds, as shown by item No. 65 of C. I. & S. GFO No. 700, and the latter rate we have arranged to publish via our routes.

"It is desired that we should settle with the International Harvester Co. on the two shipments involved on the basis of the rate of 15½ cents, which would have applied had the International Harvester Company shipped via the C. I. & S.—C. C. C. & St. L. route, and we ask that the Commission grant us the necessary authority to so settle, bearing in mind that the present rate via the C. I. & S.—C. C. C. & St. L. route is 15 cents and that this will be the rate via our routes.

"Will you please place the matter before the Commission for their consideration?"

[Signed] "J. H. CHERRY,  
"Assistant General Freight Agent."

And the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission, that the said Illinois Central Railroad Company be, and the same is hereby authorized to make settlement on the shipments in question on a basis of 15½ cents per 100 pounds.

By order of the Commission this 26th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### Miscellaneous Docket No. 505

#### The Atchison, Topeka & Santa Fé Railway Company Ex parte

#### *Application for authority to protect actual weight on shipment of sand from Chillicothe to Williamsfield, Illinois*

Now on this day comes the Atchison, Topeka & Santa Fé Railway Company and files herein the following application:

"Our Chillicothe to Williamsfield way-bill No. 5 of November 22, 1912, covers a shipment of sand, actual weight 67,900 pounds. Our tariff covering this movement provides minimum weight marked capacity of car. This shipment was loaded in PRR-807326, the marked capacity of which is 100,000 pounds. We understand cars of this series were built purposely for transporting shipments of ore, pig iron, billets, etc., and while the journals will allow of the loading of the marked weights, the shell capacity will not accommodate this amount of tonnage in other commodities.

"This claim is parallel with claims of the United State Crushed Stone Company, covered by Miscellaneous Docket No. 475.

"Please advise if we have your permission to protect actual weight on shipment involved.

[Signed] "F. H. MANTER,  
"Assistant General Freight Agent."

And the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission, that the said Atchison, Topeka and Santa Fé Railway Company be, and the same is hereby authorized to protect the actual weight on said shipment of sand.

By order of the Commission this 26th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2054

Railroad and Warehouse Commission, ex rel  
Southern Illinois Millers' Association, Petitioner

v.

Wabash, Chester & Western Railroad Company, Respondent

This is an application for the suspension of tariff No. 1908-A of the Wabash, Chester & Western Railroad Company, issued March 4, 1913 and effective March 5, 1913, in which the rate on our carloads from points on the Wabash, Chester & Western Railroad is advanced from eight cents to ten cents per one hundred pounds, and the minimum carload reduced from 50,000 pounds to 30,000 pounds; and the respective parties being before this Commission, and the Commission having jurisdiction of the parties and the subject matter thereof, and this cause coming on for hearing upon a preliminary application for suspension of said tariff, and after hearing the reasons for and against such suspension, and the Commission being fully advised, finds:

That before such advance of two cents per hundred pounds on flour becomes effective, the subject matter presented in said petition for suspension, shall be fully heard before this Commission.

It is therefore ordered, adjudged and decreed by the Commission that such tariff be, and the same is hereby suspended until April 1, 1913, or until such time thereafter as the Commission may hear said cause; and said cause being now set for hearing on April 10, 1913, said Wabash, Chester & Western Railroad Company is hereby directed to postpone the effective date of such tariff until the further order of this Commission.

By order of the Commission this 6th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2036

Railroad and Warehouse Commission, ex rel  
Camp Spring Mill Company, et al, Petitioners

v.

Illinois Southern Railway Company, Respondent

This is an application for the suspension of tariff G.F.D. No. 2611-A, I. C. C. No. 596, page 7, item 16 of the Illinois Southern Railway Company, effective January 1, 1913, but which has been suspended from time to time by the Commission, the last date of suspension being March 10, 1913, in which tariff the rate on flour carloads from points on the Illinois Southern Railway is advanced from eight cents to ten cents per one hundred pounds; and the respective parties being before this Commission, and the Commission having jurisdiction of the parties and the subject matter thereof, and this cause coming on for hearing upon a preliminary application for suspension of said tariff, and after hearing the reasons for and against such suspension, and the Commission being fully advised, finds:

That before such advance of two cents per hundred pounds on flour becomes effective, the subject matter presented in said petition for suspension, shall be fully heard before this Commission.

It is therefore ordered, adjudged and decreed by the Commission that such tariff be, and the same is hereby suspended until April 1, 1913, or until such time thereafter as the Commission may hear said cause; and said cause being now set for hearing on April 10, 1913, said Illinois Southern Railway Company is hereby directed to postpone the effective date of such tariff until the further order of this Commission.

By order of the Commission this 6th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 518  
 Illinois Central Railroad Company  
 Ex parte

*Application for authority to protect rate of 10 cents per hundred pounds on shipment of oak lumber from Oakdale to Chicago, Illinois*

Now on this day comes the Illinois Central Railroad Company and files herein the following application:

"Attached hereto is a copy of Illinois Southern Railway, Oakdale, Ill., to Chicago, via Centralia and I. C. R. R. waybill IC 16 of December 16, 1912, covering CGW 17798, oak lumber rated through at 14.9 cents per 100 pounds.

"There has since been established from Flinton, Ill., via the Illinois Southern and Centralia a rate of 10 cents per 100 pounds, which is the same as applied from Cairo, Thebes and Southern Illinois generally to Chicago. The consignee of the Oakdale shipment has objected to the payment of more than 10 cents per 100 pounds on that shipment, and if we are granted by the Commission authority to do so, we will settle with him on the basis of 10 cents per 100 pounds, which, in view of all the circumstances, we deem to be the rate reasonably applicable.

"We have been in correspondence with General Freight Agent Osborn of the Illinois Southern Railway relative to the question involved and we give you below self-explanatory quotation from his letter of March 3, 1913, file 66-C in the matter:

"Your letter of the 28th ult. with reference to CGW 17798 rough oak lumber consigned to Hathaway Lumber Co., Chicago, Ill. in view of the fact that the rate from all Ohio River crossings to Chicago is 10 cents per 100 pounds and the further fact that we have since published the 10 cent rate from Flinton, we are agreeable to applying the 10 cent rate on the shipment in question and will accept settlement accordingly, provided the Illinois Railroad and Warehouse Commission will authorize this basis."

"We respectfully request that the Commission make an order that will permit, of our making settlement of the freight charges on basis of rate of 10 cents per 100 pounds from Oakdale to Chicago.

[Signed] "J. H. CHERRY,  
*"Assistant General Freight Agent."*

And the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission, that the said Illinois Central Railroad Company be, and the same is hereby authorized to make settlement on the shipments in question on a basis of 10 cents per hundred pounds.

By order of the Commission this 18th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman,*  
 B. A. ECKHART, *Commissioner,*  
 J. A. WILLOUGHBY, *Commissioner.*

Miscellaneous Docket No. 519  
 Wabash Railroad Company  
 Ex parte

*Application for authority to protect rate of 12 cents per hundred pounds on shipment of canned goods from Gibson to Decatur, Illinois*

Now on this day comes the Wabash Railroad Company and files herein the following application:

"Referring to papers in our claim No. 17168 in favor of the Gibson Canning Company, Gibson, Ill., account overcharge on shipment canned goods less car loads, from Gibson, Ill., to Decatur, Ill.—will you authorize us to make settlement on basis of Illinois Central R. R. rate, that

is, 12 cents per cwt., as authorized in Illinois Central R. R. tariff I. C. 7491-A? Our tariff Wabash 8689 published rate 12.40 cents per cwt. in error, and we have now amended this tariff by supplement 5, making our rate 12 cents per cwt., the same as in force via I. C. R. R.

[Signed] "W. L. BOWLUS,  
"Division Freight Agent."

And the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission, that the said Wabash Railroad Company be, and the same is hereby authorized to make settlement on the shipment in question on a basis of 12 cents per hundred pounds.

By order of the Commission this 18th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 520

Chicago, Burlington & Quincy Railroad Company  
Ex parte

*Application for authority to protect rate of five cents per hundred pounds on shipment of sulphate of alumina from Joliet to Chicago, Illinois*

Now on this day comes the Chicago, Burlington & Quincy Railroad Company and files herein the following application:

"Referring to your letter of the 29th ult., addressed to General Freight Agent Puffer, with papers in claim presented by the Grasselli Chemical Company for alleged overcharge on a car of sulphate of alumina from Joliet to Chicago. It is true that this shipment moved from Joliet, October 16, 1912, and that the rate claimed of five cents may have been in effect at that time via other lines, but was not made effective via the C., B. & Q. in connection with the E., J. & E., until January 15, 1913, as per Supplement 9 to GFO 964-B.

[Signed] "C. E. SPENS,  
Assistant Freight Traffic Manager."

And it appearing that the said defendant road is willing to make refund on a net basis of five cents per hundred pounds, minimum weight 50,000 pounds, making an overcharge of \$48.52, and the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago, Burlington & Quincy Railroad Company be, and the same is, hereby authorized to make settlement on the shipment in question on said basis of five cents per hundred pounds, minimum weight 50,000 pounds, total refund of \$48.52.

By order of the Commission this 18th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 521

Toledo, Peoria & Western Railway Co.  
Ex parte

*Application for authority to protect rate of one dollar per ton on shipment of coke from Canton to Chicago, Illinois*

Now on this day comes the Toledo, Peoria & Western Railway Company and files the following application:

"I hand you correspondence relative to an alleged overcharge on a shipment of coke from Canton to Chicago.

"The shipper, for his own convenience, and without looking into the rate matter, forwarded this coke via the T. P. & W. Our rate is not the same as the C. B. & Q.'s, the earnings being so small as to be unremunerative when divided between two companies.

"You will note, however, that the Wabash, as per letter of Mr. Ferrell, of the 10th, File L-19313, are agreeable to protecting in this particular case, provided it meets with your approval. Kindly advise whether or not I have it.

[Signed] "D. MOWATT,  
"General Freight Agent."

"And it appearing that the said Toledo, Peoria & Western Railway Company desires to protect a rate of \$1 per ton on three cars of coke from Canton to Chicago, Ill., and the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Toledo, Peoria & Western Railway Company be, and the same is, hereby authorized to make settlement on the shipments in question on basis of \$1 per ton.

By order of the Commission this 20th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### Miscellaneous Docket No. 523

#### Vandalia Railroad Company Ex parte

#### *Application for authority to correct overcharge on shipment of calves from National Stock Yards, Illinois, to Royal, Illinois*

Now on this day comes the Vandalia Railroad Company and files herein the following application:

"Herewith am submitting all papers in claim presented by Mr. J. D. Cavanaugh of Muncie, Ind., alleging overcharge amounting to \$17.38 on a car of calves which he shipped from National Stock Yards, Ill., on October 21, 1912, to Ed. Maddox, Royal, Ill.

"The facts in connection with this case are that in error a rate of 8½ cents per hundred pounds was quoted to apply on the consignment, this being a rate shown in Chicago & Eastern Illinois Railroad Tariff 3787-A. In quoting this rate the fact that it applied only for movement from National Stock Yards to Royal, Ill., direct via the Chicago & Eastern Illinois Railroad was overlooked. The consignment in question moved via the Vandalia Railroad from National Stock Yards, Ill., to St. Elmo, Ill., and via the C. & E. I. R. R. from St. Elmo to Royal.

"The rate lawfully applicable via the route this shipment moved was the sum of the local rates to and from St. Elmo; i. e., 6.75 cents per hundred pounds from National Stock Yards to St. Elmo as per Vandalia Railroad Freight Tariff 20-F, and 9.6 cents per hundred pounds from St. Elmo to Royal as per C. & E. I. Tariff 3787-A, present No. 5900.

"In view of the fact that an erroneous quotation was made and also because of the higher rate existing via the route the shipment actually traveled, we respectfully petition the Commission for authority to make the adjustment with the claimant on basis of the rate of 8½ cents per one hundred pounds.

"The Chicago & Eastern Illinois Railroad have signified their willingness to join with us in the adjustment on such basis provided the Commission will grant the desired permission.

[Signed] "G. W. DAVIS,  
"General Freight Agent."

And the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Vandalia Railroad Company be, and the same is, hereby authorized to make settlement on the shipment in question on a basis of 8½ cents per hundred pounds.

By order of the Commission this 26th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 524

The Wabash Railroad Company  
Ex parte

*In re application for authority to protect rate on zinc residue shipped from Decatur to Sandoval, Illinois*

Now on this day comes the Wabash Railroad Company and files herēin the following application:

"I herewith hand you all papers in our Claim 17140, in favor of the Mueller Mfg. Company, Decatur, Ill., regarding overcharge on car load zinc residue, from Decatur, Ill., to Sandoval, Ill.; rate in effect from Decatur via I. C. R. R., as per their Tariff 377-L, Supplement 5, 5.50 cents per cwt., and we are willing to protect same rate via our line, in connection with B. & O. S. W. on shipment in question, provided we can secure your authority to settle on this basis. Can you authorize?"

[Signed] "W. L. BOWLUS,  
"Division Freight Agent."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Wabash Railroad Company be and the same is hereby authorized to make settlement on the shipment in question on a basis of 5.50 cents per cwt.

By order of the Commission this 27th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2000

Railroad and Warehouse Commission, ex rel  
Citizens of Borton, Complainants

v.

Cincinnati, Hamilton & Dayton Railway Company  
Vandalia Railroad Company, Defendants

Now on this day comes the defendant, the Vandalia Railroad Company, and shows to the Commission as follows:

"Under date of January 7, 1913, the Commission ordered the construction of a new station building at Borton, Illinois, in accordance with plans approved by it. The building to be completed within ninety days.

"Delay has occurred in negotiating with the C. H. & D. Railway Company as to the terms under which the station building shall be constructed, and also in securing some material for same.

"The materials have now been secured, but the time is now too short to complete the building within the prescribed limit and we, therefore, respectfully request that we be granted an additional sixty days' time within which to complete the building.

[Signed] "W. D. WIGGINS,  
"Superintendent."

And the Commission being fully advised in the premises, it is therefore ordered, adjudged and decreed by the Commission that the time for completion of said depot at Borton be, and the same is, hereby extended sixty days from April 1, 1913.

By order of the Commission this 27th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

No. 2061

Railroad and Warehouse Commission ex rel  
Clover Leaf Mining Company  
Sorento Colliery Company, Petitioners

v.

Toledo, St. Louis & Western Railroad Company, Defendant

*In re suspension of tariff advancing rate on coal 16 1-2 cents per ton from Coffeen, Panama and Sorento to Chicago, Peoria and Granville, both local and proportional*

This is a petition for suspension of certain tariffs advancing rates on coal sixteen and one-half cents per ton, published by the defendant road. The petition for suspension is as follows:

"The Clover Leaf and Alton have today given notice of advance, effective tonight, midnight, in coal rates to Chicago of sixteen and one-half cents per ton from Coffeen, Panama and Sorento; advance is both local and proportional. Advance is prohibitive and will result in closing of mines; on behalf of Clover Leaf Mining Co. and Sorento Colliery Company, earnestly urge suspension proposed advance until investigation by your honorable body.

[Signed] "LUTHER M. WALTER."

It appearing to the Commission that said notice of said advance in said rate, and the date at which such rate would become effective, was only given to petitioners one day prior to the effective date of tariff, and there being no opportunity for the petitioners or said Commission to make any preliminary investigation, and it appearing from petition that said rate is unreasonable and discriminatory, and the Commission being advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said tariff referred to, and the rate referred to in said telegram above quoted, be and the same is hereby suspended until April 12, 1913, and the respective parties may present their reasons for and against said advance in said rate at the regular meeting of the Commission in Chicago, Thursday, April 10, 1913.

By order of the Commission this 1st day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2033

Railroad and Warehouse Commission

v.

Chicago, Milwaukee & St. Paul Railway Company

*Citation to show cause for increase in switching rate on coal*

In 1908 the conditions relative to switching charges in this State, and especially in the city of Chicago, were such that the Commission at that time, began a hearing for the purpose of determining proper rates for switching, which hearing lasted for several months, and resulted in a switching rule entered by the Commission September 16, 1908, and in force October 1, 1908. This Rule No. 23, fixed the Chicago Switching District, and rates for the different kinds of switching throughout that territory.



Shortly after the issuance of the order adopting this Rule No. 23, several railroad companies joined in a suit in the Federal Court in the city of Chicago, and enjoined the Commission from putting into operation such ruling. For nearly two years this suit was from time to time partly heard and continued, during all of which time an attempt was being made to adjust the switching rates and reach an agreement in relation thereto.

To bring about a proper switching tariff in the Chicago District and elsewhere, the Chicago Association of Commerce, the Illinois Manufacturers' Association, and the Chicago Board of Trade, through their representatives, together with a number of large shippers and most of the railroad companies centering in Chicago, undertook the making of a tariff for the Chicago District, and this work continued over a period of more than a year and many conferences were held between the parties referred to, at some of which this Commission was present, which resulted in a tentative agreement being made by nineteen railroad companies in the city of Chicago with the Chicago Association of Commerce, the Illinois Manufacturers' Association, the Chicago Board of Trade and some of the other parties hereinabove referred to, which agreement provided that the rate to Chicago should apply on all carload traffic in and out of the Chicago Switching District; the only exception was, the rate did not apply where the revenue from the long haul was less than \$15 per car. This agreement was entered into and signed up in the interests of all parties concerned, and in view of that agreement, later what is known and spoken of in the testimony in this case, as the Lowrey tariffs, were agreed upon and informally presented both to the Interstate Commerce Commission and to this Commission.

The record shows that this agreement provided that on all traffic, save coal and grain, the switching charge should not exceed one cent per one hundred pounds. It also shows that the divisions to be allowed on coal were excepted from the contract. The exception of coal was due, as the record shows, to the fact that for a period of twenty or thirty years the switching charges on coal in the Chicago terminal were about \$4 per car.

It further appears that after this contract had been practically agreed to, except as to the coal hauling roads, the Chicago, Milwaukee & St. Paul Railway Company and the Chicago & Northwestern Railway Company, who were parties to the agreement of 1910, served notice upon the coal carrying roads that under the reciprocal switching tariff, then about to go into effect, they would demand for coal and coke from connecting lines twenty cents per ton. Immediately upon receiving such notice, the coal carrying roads and coal operators protested to the Interstate Commerce Commission and to this Commission against the acceptance of the Lowrey tariffs until the matter of the division or switching charges on coal and coke was settled.

It further appears that in July, 1911, during hearings before this Commission and before Chief Examiner Brown of the Interstate Commerce Commission, divisions on coal and coke were adjusted between the Illinois coal carrying roads and the Chicago, Milwaukee & St. Paul Railway Company, and that carrier receded from its demand for a division of twenty cents per ton and agreed to the acceptance of a division of \$4 per car, with an additional charge of ten cents per ton on any excess over 60,000 pounds.

One of the questions naturally arising in the conferences with this Commission was—what shall be done with the suit enjoining the operation of Rule No. 23—should the injunction suit brought by the common carriers be dismissed? This, the Commission insisted upon before it would give its final approval to the tariffs known as the Lowrey tariffs, presented to the Commission for its consideration.

At the March meeting of this Commission in 1911, when the subject matter of Rule No. 23 and the adoption of the Lowrey tariffs as a compromise, by agreement of the respective parties, was before this Commission for hearing, Mr. Wegg, of counsel for the Chicago, Milwaukee & St. Paul Railway Company, in the present case, among other things said:

"Now we have been here for more than two years. There has been a tremendous lot of time spent, not only with this board but with the Attorney General and other parties in interest who realized that it was a great undertaking, that sort of a thing, with so many interests

involved. Probably nothing could be hurriedly done, but the utmost that could be attempted would be to get some sort of an arrangement which might be called a tentative one and which these gentlemen would agree in the first instance upon some basis which would be fair to both and work that out and give them a reasonable time to see whether it was fair and just, and if not, then such changes as might be made to make it fair and just."

Mr. Wegg further said:

"I am in court as a solicitor representing a stockholder against whom I have a restraining order, hence in one sense of the word my railroad is antagonistic whom I represent yet I realize the great public interests involved."

Mr. Wegg further said:

"I am not here to say that anything is to be done. The board through its legal advisers and otherwise will decide that. It is not for me to say. All I do say is that whatever is done on either side should be done toward harmony and peace rather than to force matters to keep them in court and constant litigation and perhaps devise some matter no matter what it may be which is unjust to the interests of everybody. Now as I understand it these gentlemen have agreed upon reciprocal terms. Not all of them, but a good many of these roads. The representatives of the roads will be able to tell you just what they are, but a good many of them, the Northwestern, the "Q," the St. Paul, New York Central and Pennsylvania and other lines. As I understand it those tariffs are ready to be filed with the Interstate Commerce Commission, but with this pending difference between you and them and the public generally they don't want to take active steps without presenting it to you, but those tariffs are ready to be filed, as I understand it."

After considerable further argument Mr. Wegg concludes as follows:

"And it does seem to me that is opening the door for peace and harmony, that we all should put our shoulders to the wheel, so far as possible, and not have all discord and trouble."

At this same meeting Mr. Marvin Hughitt, Jr., of the Chicago & Northwestern Railway Company, said:

"I don't understand there is any controversy between any shipper in Chicago and the railroads at all. I understand they are in perfect harmony with this system we propose to give them. The only question at issue today is a few railroads in the city of Chicago that have not as yet signified their willingness to be a co-party of this new arrangement which we are proposing. Now Rule No. 23 is a minor issue with us. \* \* \* What we want and you have heard me say it, is one Chicago. We want the north side, the west side and south side all embodied in one and Chicago rates made applicable from every industry to every point.

"Now Rule No. 23 don't make it that way and never can. Therefore, we are proposing something to give to the people of Chicago—something that is away ahead of Rule No. 23. The people of Chicago are not asked under the application of this tariff to pay the railroads one dollar, except where you make an individual switch for them between one plant to another. But so far as any arriving or departing business the railroads mean to take care of those switching charges so it ought to be immaterial to the Commission or the people of Chicago—whatever rate we charge cuts no figure."

Mr. Hughitt further said:

"We have worked faithfully on this and we have taken your time and asked delays, and now what we want is for you to say, go ahead and put in those tariffs and give it a trial, if it works everybody will be pleased and if not we can go back in this question again. That is all we ask. Let us put in these tariffs. We guarantee to say that the people of Chicago will be satisfied and the only ones that will be dissatisfied might possibly be three or four railroads that have no term-

inals and have nothing to offer to the other railroads in the way of reciprocal arrangement."

Mr. Montgomery, speaking of the agreement and the Lowrey tariffs, said:

"We did arrive at what we thought would be a solution of the problem and not only satisfactory to Chicago and the Chicago railroads and Chicago shippers, but also to this Commission. \* \* \* I don't believe it is necessary perhaps in the issuing of these particular tariffs to ask the Commission to approve. The matter is in court and it may be wise to let it work out. That is another side of the case. There is one other feature I want to speak of, these tariffs have been prepared in accordance with an agreement that was entered into and an agreement that was filed with you gentlemen in writing and which speaks for itself. That is what the shipping interests and this community stand for."

In speaking of another phase of the situation, Mr. Hughitt said:

"How long could that railroad operate in the city of Chicago and not be a party to this arrangement? They cannot live twenty-five minutes. If the Illinois Central wants to sell its coal on the tracks they have to join in this arrangement. They can buy from other roads that can deliver the coal in without any switching charge and that will be the way this thing will be solved by them coming in."

Mr. Eckhart of the Commission then made the following statement:

"Now I understand Mr. Hughitt, you gentlemen are to submit the arrangement to the Commission. The Commission does not approve or disapprove of the arrangement. You simply file the arrangement for our information, and when the Commission desire to take action you will be notified. In the meantime you will go ahead and proceed in your own way."

Mr. Hughitt: "Yes, sir."

In speaking of the several conferences in relation to the agreement referred to and the Lowrey tariffs, upon the hearing of the present case, Mr. H. C. Barlow said:

"The joint committee representing the shipping interests was Mr. Montgomery, who my recollection is was then chairman of the Transportation Committee of the Illinois Manufacturers Association; Mr. W. M. Hopkins, Board of Trade, myself and Mr. Oscar Bell, of Crane & Company. Later in the proceedings I think Mr. Waite of the Hibbard, Spencer Bartlett Company, sat with the committee, as did several other shippers. The railway committee, as I recall it, was Mr. Keeley, of the Milwaukee and St. Paul, Mr. Hughitt, Jr., of the Northwestern, and Mr. Burnham, of the Northwestern, and a representative from the Nickle Plate, the New York Central and the Pennsylvania. I will not undertake to recall their names. \* \* \* After many meetings and much negotiations and in the latter negotiations Mr. Wegg, the attorney I believe for the St. Paul Company, took part in the discussions. I particularly recall a meeting held at the University Club one noon at which Mr. Wegg was present. I want to preface what I say by this: My impression was that Mr. Keeley of the St. Paul road and Mr. Wegg of the St. Paul road were, substantially speaking, the moving spirits in this reciprocal switching arrangement. I know so far as the shippers were concerned when we were not going in the right direction we went to Mr. Keeley as rather the harmonizer between the various factors. The results of these many meetings was a tentative agreement and I say the word tentative as indicating that it was an agreement that should be put into effect in lieu of rule twenty-three. \* \* \* The basis of this understanding as to switching was that the Chicago rate should apply on all carload traffic to and from all industries, warehouses, and elevators provided with sidings and located within the Chicago territory, as defined below in section "B;" the lines bringing the traffic into or taking the traffic out of said district to absorb the switch connecting line switching charge as may be necessary to make

delivery to or receive from such industry, warehouse and elevator. The only qualification to the word all business was when freight charges are \$15 per car or more and where the charges are less than \$15 per car, the rates will include such proportion of connecting line switching charge as will leave the revenue of the carriers the same net revenue as would accrue after absorption of switching charges above authorized out of the charge of \$15."

Mr. Dynes of the C. M. & St. P. Ry. Co., asked the following question of Mr. Barlow:

"It was not your understanding that there was an express agreement that these switching arrangements should never be changed? Does that impression that you have just now voiced extend to what came after the Lowrey tariff, or is it limited to those things that didn't come under the Lowrey tariff?"

Mr. Barlow answering, said:

"The agreement provides that all business will take the Chicago rate."

Mr. Gallagher then asked:

"Your understanding was that included coal,"

Mr. Barlow answering, said:

"Everything. Absolutely no exception to it. Now I want to go a little further. When we came to discuss five commodities, sand, stone, brick, ice, and coal—other than that I have just forgotten—it was understood, and I so have the letter from Mr. Keeley, that the then existing local arrangements in Chicago and into Chicago should not be disturbed."

Mr. Barlow, continuing, said:

"Now, if the Commission please, I am stating my own opinion. In order to bring these roads into this agreement, it being a reciprocal one and coal and grain being among the more prominent articles, the C., M. & St. P. and the Chicago & Northwestern Ry. served notice on these roads in a letter about the first of July, 1911, which I recall now was the first date the tariff was to take effect. And in connection with that I will file with the Commission a notice sent out by Mr. C. A. King, freight traffic manager of the C. & A. R. R., under date of July 1, 1911. And I will read this much of it. This is addressed to the coal operators of the C. & A.:

"We are in receipt of notice from the C., M. & St. P. Ry. Co., and the C. & N. W. Ry. Co., and other lines who are parties to the new reciprocal switching tariffs which reads as follows: Our rate for switching coal and coke from your line to these industries within the inner zone will be one cent per hundred pounds, minimum 60,000 pounds. This basis we will demand on all coal and coke received from your line at the present time on basis of ten cents per ton and to points in the outer zone of the Chicago switching district which we are now handling on basis of fifteen cents per ton we will demand our local tariff rates from Chicago."

In a letter dated June 30, 1911, from Mr. W. B. Biddle to Mr. Barlow and other members of the committee, in defining his understanding of the agreement, among other things said:

"On coal, switching charges to be maintained as at present."

About July 1, 1911, the Chicago, Milwaukee & St. Paul Railway and the Chicago & Northwestern Railway gave notice that they would demand for switching coal and coke, under the new tariff then about to go into effect, twenty cents per ton. This notice led to a complaint by the coal carrying roads to the Interstate Commerce Commission. As to that hearing, Mr. Barlow in his testimony states:

"It is perfectly evident that the St. Paul Company came into these switching arrangements under agreement made before Chief Examiner Brown and Chief of Tariff Bureau Jones. Chief Examiner Brown asked Chief Jones if he would give the roads one day permission to put in

these through rates and he said he would and the St. Paul Company made no protest or objection whatever. They settled the matter before the Interstate Commerce Commission and the through rates under which we had been working on coal was the result of that conference and, as Chief Examiner Brown says the differences were all adjusted, except as to grain."

Mr. Barlow further says in speaking of these conferences:

"They all talked around the board. Chief Examiner Brown said, gentlemen, go out and fix this matter up and come back at two o'clock and if you don't the Commission will fix it up, as I understood. They all came back and they all came in except on grain."

Mr. Barlow was asked the following question:

"Did it expressly include switching on coal?"

Mr. Barlow answering, said:

"It expressly included the complaint they were considering on coal."

Mr. Barlow was asked:

"What was the allowance at that time to the C., M. & St. P. Ry. Co., roughly speaking?"

Mr. Barlow answering, said:

"I think four dollars."

Mr. Barlow further stated:

"The Lowrey switching tariff became effective August 1, 1911, with these participating lines a party to it and the coal was included under the then existing arrangement."

Mr. Barlow further said:

"On the 5th day of August, 1911, five days after the tariff became effective, if my recollection is correct, Mr. Marvin Hughitt, Jr., freight traffic manager of the Chicago & Northwestern Ry., \* \* \* addressed this letter to Mr. Montgomery, general traffic manager, International Harvester Co., John Glenn, secretary Illinois Manufacturers Association, and myself. This letter was not solicited and no correspondence took place. It was his own voluntary act. Now bear in mind this tariff had gone into effect. These proceedings had been held before the Interstate Commerce Commission and as Mr. Brown said everything went in except grain. Now Mr. Hughitt five days later in order to put himself on record said. Referring to the recent reciprocal switching arrangement which became effective August 1, 1911. We respectfully call your attention to the fact that this is a reciprocal arrangement and that any departure from the outlined policy will have the effect, of course, of cancelling the reciprocal part of this arrangement. By this I mean if, for various reasons, by State or interstate orders, exceptions are made and the agreement is not left in its entirety, we wish it fully understood that we will not consider that we would be obliged to carry out one portion of the arrangement and not the entire agreement. Am simply writing this as a matter of record; not that I anticipate any change in our agreement.

Yours truly,

"MARVIN HUGHITT, JR.,  
"Freight Traffic Manager."

Referring again to the hearing before the Interstate Commerce Commission in relation to the twenty cents per ton allowance for delivering coal in the inner zone, Mr. Barlow said:

"My understanding was all the differences were settled and that everybody was satisfied. There certainly was no protest that I heard of from the St. Paul and the rates did go into effect. \* \* \* They accepted the findings and put these tariffs in effect on the then existing arrangement and there was no protest or demand for any increased switching on coal at that hearing."

Mr. Gallagher asked the following question:

"Is it a fact, Mr. Barlow, that when the Lowrey tariffs were thus allowed to go into effect, as you have described, that these protesting coal carrying roads then issued supplements to their tariffs publishing the

Chicago rate to points on the C., M. & St. P. Ry., in the inner zone 12 Chicago?"

Mr. Barlow answering, said:

"My understanding was the originating lines published through tariffs under authority of representatives of the Interstate Commerce Commission and that these were now through rates and through tariffs."

Mr. Gallagher asked:

"Those were through rates or the Chicago rate applicable to this territory up to December 15, 1912?"

Mr. Barlow answering, said:

"That is my understanding, yes."

From the above testimony as shown in the record and much more which appears in the record, it is evident that the Chicago, Milwaukee & St. Paul Railway Company was a party to the agreement made with the respective roads, and was a party to the several hearings before the Interstate Commerce Commission representatives and before this Commission, and that it entered into that agreement. That is conclusively shown by the fact that the coal carrying roads issued supplements to their tariffs, publishing Chicago rate to points on the Chicago, Milwaukee & St. Paul Railway, and that through tariffs were also issued and participated in by all the parties in interest, and that the rate thus agreed upon, has been the rate accepted by the Chicago, Milwaukee & St. Paul Railway Company from the date of the issue of said tariffs on August 1, 1911, to December 15, 1912, and in view of the general understanding this Commission had of the agreement and the tariffs, the proceedings in court in relation to Rule No. 23 have remained in *statu quo*, and the Commission has permitted the Lowrey tariffs during above period to operate in lieu of said Rule No. 23.

This agreement or reciprocal arrangement and the Lowrey tariffs were the result of many conferences between all parties in interest, lasting for a period of nearly three years, and said arrangement was believed at the time by all interested, to be a very satisfactory solution of a very intricate question, and it was with that in view that this Commission permitted the Lowrey tariffs to go into effect, and has allowed the respective roads to operate thereunder from that date to the present, and permitted the proceedings in relation to Rule No. 23 to remain in *statu quo*.

Counsel for defendant road call our attention to three central facts as follows:

(1) The Chicago, Milwaukee & St. Paul Railway Company did not cancel the through rates. This was done by the lines publishing them, not by the Chicago, Milwaukee & St. Paul Railway Company.

While it is true, as stated, that the Chicago, Milwaukee & St. Paul Railway Company did not cancel the through rates, it is also true that said company did give notice to the coal carrying roads of an increase in its switching charges, which the roads insisted compelled them to cancel their through rates on account thereof.

(2) The Chicago, Milwaukee & St. Paul Railway Company did not file any tariff increasing or raising a rate.

While it is true that the Chicago, Milwaukee & St. Paul Railway Company did not file any tariff increasing or raising the rate, it is equally true that it gave notice of putting into effect a tariff that had already been made, but had never been acted upon by it, and had been treated as though not in effect.

(3) The Chicago, Milwaukee & St. Paul Railway Company is satisfied either to collect on the basis of its local tariff or to concur in a joint through tariff that will allow it not less than 20 cents a ton on these coal movements.

In relation to this question, it is sufficient to say that the matter of the division of the through rate is one, in the first instance, to be determined between the common carriers themselves, and if it is not properly adjusted, to do so, and if they cannot adjust it, then it is a matter which can be presented to the Commission.

We note that counsel in brief for defendant road state that they have nowhere taken the position that the canceled through rate was sufficiently

high to reasonably compensate the originating carrier, if it allowed the Milwaukee road fair compensation for its part of the service, in arranging the division of the through rate.

This, in our opinion, is the very first question that necessarily must be settled; if the charge for the through route is sufficient for both, but is not properly divided, then it is a matter of division, and a proper division should be made. No increase in rate should be permitted, as we view it, unless the entire charge is insufficient for the entire haul.

Defendant's counsel state that:

"The central issue of fact is whether 20 cents a ton is a reasonable and non-discriminatory charge for the service rendered by the Chicago, Milwaukee & St. Paul Railway Company in transporting that commodity from the connecting track with the originating road to points on its own rails within the Chicago Switching District."

While this statement might be true under certain conditions, it is not necessary for us to determine the question in view of the conclusion which the Commission has reached in relation to the entire subject matter.

Counsel for defendant road submitted twelve propositions of law for the consideration of the Commission, all of which are important propositions from the point of view in which the case was presented by counsel, but in view of the fact that the Commission does not feel under the record, that it is necessary at this time to decide the question of reasonable rates for switching, it will therefore be unnecessary, from that viewpoint, to refer to but few of these propositions in deciding this case.

As to the first proposition, the Commission feels that it is not called upon at this time to answer that question, as it is not involved, as we view it, in this proceedings under the present issue.

The second question is as follows:

"Are not the terminals of a carrier property which the carrier may reserve, under the law, for its own uses and purposes in connection with its line haul business, to the exclusion of all interchange business with other lines, except such as it may voluntarily consent to?"

Without at this time answering the question directly, it is sufficient to say that so far as the issues in this case are concerned, with the agreement entered into and the tariffs promulgated, to which the defendant road was a party, and having been for several years doing the switching referred to, it has for all practical purposes, it seems to us, voluntarily consented to the use of its terminals for the purpose of carrying into effect the through rate mentioned in said tariffs.

The fifth question is as follows:

"Has this Commission the power and authority, under the law, to order and compel the establishment of a joint through rate where there are not two line hauls involved, but only the line haul of one carrier and the terminal facilities of the other carrier,"

Again we are not compelled, as we view it, to abstractly decide the question, but it is sufficient to say that the Commission has power to continue a through rate when such rate has been voluntarily established by the common carrier itself, and is a reciprocal arrangement and agreement.

The tenth question is as follows:

"Has this Commission the power and authority under the law, to enjoin or suspend by its order the collection by a carrier of its rates as provided in its tariff, which has been duly published and effective more than a year before the entry of the Commission's order against it?"

It is sufficient to say that in this particular case, the tariff referred to as having been published and effective more than a year before the entry of the order of the Commission against it, was never put into operation nor acted upon by the defendant itself, and the principle announced in the question cannot apply to the tariff under those circumstances, and especially when the defendant was acting continuously, during all of that period, under the Lowery tariffs and was a party to them.

These are the only questions, in view of the conclusions reached by the Commission, to which it is necessary at this time to give attention.

From the record the Commission finds that the adoption of the Lowrey tariffs by the defendant road, was a reciprocal arrangement and agreement between the defendant road and practically all of the steam roads in the Chicago Switching District, same being entered into after many conferences with the organizations interested in transportation in the city of Chicago, and a member of the larger shippers, and afterwards presented informally to this Commission for its approval, and the Lowrey tariffs went into operation by general consent, but without the formal approval of this Commission, and that the rates therein provided, were for the time being, to take the place of the rates fixed and established by Rule No. 23 hereinabove referred to and were to remain in operation until the Commission determined otherwise, or general notice was given by any of the respective parties thereto, to each other and to the Commission, giving the Commission sufficient time to enable it, if desired, to take such steps in relation to Rule No. 23, as in the judgment of the Commission, were proper, after such notice.

To permit a change to be made in the rates provided in the Lowrey tariffs, under existing circumstances, and to go into effect permanently, would practically be the abandonment by them of Rule No. 23.

The Commission, at this time, does not desire to express any views upon the subject of the reasonableness or unreasonableness of the rate asked for by the defendant road. As above stated, the amount to be received by the defendant road out of the entire charge, shall under the law in the first instance, be agreed upon if possible between the common carriers, after a through rate is established. If that cannot be done, then the Commission has power to hear and determine that question between the respective common carriers. There is nothing in this record to show that any attempt has ever been made by the common carriers, which were parties to the through rate, to agree upon any other amount, nor has the matter of division been presented to this Commission for investigation or determination.

It is therefore ordered and directed by the Commission, that the charge provided for in the through rates, which were adopted and have been in force between the respective parties since August 1, 1911, shall be continued and remain in full force and effect until the further order of this Commission; and the division of such through rates, at that time agreed upon between the respective parties, and which have been acted upon from such date, shall remain as agreed upon between the respective parties at the time of the adoption by them of the Lowrey tariffs, until such a time as they have been changed by agreement, or in the manner herein stated.

By order of the Commission this 11th day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### Miscellaneous Docket No. 539

#### The Minneapolis & St. Louis Railroad Company Ex parte

*In re application for authority to protect rate on shipment of ice from Peoria to Farmington, Illinois*

Now on this day comes the Minneapolis & St. Louis Railroad Company and files herein the following application:

"Herewith please find correspondence covering undercharge on four cars of ice shipped from Peoria to Farmington, during the months of June and July, 1911, from which you will note that Mr. E. C. Coffey, formerly our A. G. F. A., quoted rate of 50 cents per ton, while the lowest published rate we are able to locate is 84 cents per ton.

"However, inasmuch as 50 cent rate was quoted to the shipper and he refuses to pay higher freight charges, we feel that we are obligated to



protect the 50 cent rate, and will so arrange, providing we receive your authority to do so.

[Signed] "C. A. WERLICH,  
*Chief of Tariff Bureau.*"

And the Commission being fully advised in the premises, finds, that the request of the Railroad Company should be granted.

It is therefore ordered, adjudged and decreed by the Commission, that the said Minneapolis & St. Louis Railroad Company be, and the same is hereby authorized to make settlement on the shipment in question on a basis of 50 cents per ton.

By order of the Commission, this 12th day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 546

Illinois Terminal Railroad Company  
Ex parte

*Application for authority to protect rate on shipment of bottles from Alton to Mount Vernon, Illinois*

Now on this day comes the Illinois Terminal Railroad Company and files herein the following application:

"I beg to herewith respectfully refer to the Commission a claim of the Illinois Glass Company for alleged overcharge on a carload of bottles shipped from Alton, Ill., to Mount Vernon, Ill., April 16, 1912, which is based upon a rate of 10 cents per cwt. subsequently established as per copy of our GFD 4595 attached.

"At the time this shipment moved there were in effect no through rates on this commodity from Alton to Mount Vernon and the charges assessed were based on the combination of rates via East St. Louis. However the carriers subsequently established the through rate of 10 cents per cwt. and are now willing to apply same to this shipment, refunding the overcharge providing the Commission is willing to authorize such action.

[Signed] "J. C. RYAN,  
*General Freight Agent.*"

And the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission, that the said Illinois Terminal Railroad Company be, and the same is hereby authorized to make settlement on the shipment in question on a basis of 10 cents per hundred pounds.

By order of the Commission this 21st day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 548

Chicago, Burlington & Quincy Railroad Co.  
Ex parte

*Application for authority to protect minimum capacity of car*

Now on this day comes the Chicago, Burlington & Quincy Railroad Company and files herein the following application:

"Referring to enclosed claim C., B. & Q. No. 622328, covering three carloads of brick from Canton to Bushnell and Farmington, Ill., which moved when our tariff minimum weight was 50,000 pounds.

"The shipments were handled in cars of 40,000 capacity. We are asked to reduce the basis of 44,000 pounds per car, which we are willing to do, if approved by your Commission.

"Will you please advise?

[Signed] "GEO. H. CROSEY,  
"Freight Traffic Manager."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission, that the said Chicago, Burlington & Quincy Railroad Company be, and the same is hereby authorized to make settlement on said basis of 44,000 pounds per car.

By order of the Commission this 30th day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### Miscellaneous Docket No. 556

#### Chicago & Alton Railroad Company Ex parte

#### *Application for authority to protect rate of 50 cents on shipment of crushed stone from Alton, Ill., to Pawnee, Ill.*

Now on this day comes the Chicago & Alton Railroad Company and files herein the following application:

"Enclosed please find papers in C. & A. claim H-45069-2, C. & I. M. claim 2374 in favor of Alton Builders' Supply Co., covering alleged overcharge of \$39.05 in connection with shipment of three cars of stone, from Alton, Ill., to Pawnee, Ill., moving during the month of March, 1910.

"At the time these shipments moved there was a rate of 50 cents in effect on crushed stone from Alton, Ill., to Taylorville, Ill., which was carried in our tariff 5882-B. This rate however, did not apply to intermediate points. The correct rate, therefore, to be applied on these shipments was the combination rate to and from Auburn, Ill.

"Since the movement of the shipments in question the C. & A. R. R. has established in tariff 1400-D effective February 15, 1912, a rate of 50 cents to Pawnee, Ill. It is the desire of this company to obtain authority from your Commission to make refund to the consignors, the amount of \$39.05.

"Will you kindly review the papers and advise me if we have your consent to make the necessary refund. This request is concurred in by the Chicago & Illinois Midland Ry., which is a party to the claim.

[Signed] "J. A. BEHRLE,  
"Chief of Tariff Bureau."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago & Alton Railroad Company be, and the same is hereby authorized to make settlement on shipment of crushed stone in question on basis of 50 cents, or total amount of \$39.05.

By order of the Commission this 6th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2063

Railroad and Warehouse Commission, ex rel  
Clover Leaf Mining Company, Sorento Colliery Company, Petitioners  
v.  
Chicago & Alton Railroad Company, Defendant

*In re application for suspension of Supplement No. 3 to Tariff 1962-A,  
canceling certain through rates on coal*

This cause coming on for preliminary hearing and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the tariff described and mentioned in said application for suspension, filed with this Commission on April 25, 1913, be, and the same is hereby suspended for a period of sixty days from this date.

By order of the Commission this 8th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2067

Railroad and Warehouse Commission, ex rel  
Shoal Creek Coal Company, Petitioner  
v.

Chicago & Alton Railroad Company, Defendant

*In re application for suspension of Supplement No. 3 to Tariff 1962-A,  
canceling certain through rates on coal*

This cause coming on for preliminary hearing and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the tariff described and mentioned in said application for suspension, filed with this Commission on April 25, 1913, be, and the same is hereby suspended for a period of sixty days from this date.

By order of the Commission this 8th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2062

Railroad and Warehouse Commission, ex rel  
Shoal Creek Coal Company, Petitioner  
v.

Toledo, St. Louis & Western Railroad Company, Defendant

*In re application for suspension of tariff advancing rate on coal 16½¢ per  
ton from Coffeen, Panama and Sorento to Chicago, Peoria and Granville,  
both local and proportional*

WHEREAS, On April 1, 1913, the Commission entered an order in cause entitled Railroad and Warehouse Commission ex rel Clover Leaf Mining Company and Sorento Colliery Company v. Toledo, St. Louis & Western Railroad Company suspending tariff covered in said order until April 12, 1913 (which is same tariff involved in cause herein entitled Railroad and Warehouse Commission ex rel Shoal Creek Coal Company v. Toledo, St. Louis & Western Railroad Company), and on April 10, 1913, the said suspension of said rate was extended to May 12, 1913.

Now on this 8th day of May, 1913, this cause coming on for hearing, and after due consideration, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said tariff be, and the same is hereby suspended for sixty days from this date.

By order of the Commission this 8th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2061

Railroad and Warehouse Commission, ex rel  
Clover Leaf Mining Company  
Sorento Colliery Company, Petitioners

v.

Toledo, St. Louis & Western Railroad Company, Defendant

*In re application for suspension of tariff advancing rate on coal 16½ cents per ton from Coffeen, Panama and Sorento to Chicago, Peoria and Granville, both local and proportional*

WHEREAS, on April 1, 1913, the Commission entered an order in the above entitled cause suspending tariff covered in said order until April 12, 1913, and on April 10, 1913, the said suspension of said rate was extended to May 12, 1913.

Now on this 8th day of May, 1913, this cause coming on for hearing, and after due consideration, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said tariff be, and the same is hereby suspended for sixty days from this date.

By order of the Commission this 8th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2054

Railroad and Warehouse Commission, ex rel  
Southern Illinois Millers' Association, Petitioner

v.

Wabash, Chester & Western Railroad Company, Respondent

*In re application for suspension of tariff fixing advanced rate on flour carloads*

WHEREAS, on the 6th day of March, 1913, the Commission entered an order in the above entitled cause suspending tariff named in said order until April 1, 1913, or until such time thereafter as the Commission may hear said cause, and said cause having been heard, and the Commission being fully advised in the premises, finds that said tariff should be suspended indefinitely.

It is therefore ordered, adjudged and decreed by the Commission that said tariff be, and the same is hereby suspended indefinitely.

By order of the Commission this 8th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2036

Railroad and Warehouse Commission, ex rel  
Camp Spring Mill Company, et al. Petitioners  
v.

Illinois Southern Railway Company, Respondent

*In re application for suspension of tariff fixing advanced rate on flour car-loads.*

WHEREAS, On the 6th day of March, 1913, the Commission entered an order in the above entitled cause suspending the tariff named in said order until April 1, 1913, or until such time thereafter as the Commission may hear said cause, and said cause having been heard, and the Commission being fully advised in the premises, finds that said tariff should be suspended indefinitely.

It is therefore ordered, adjudged and decreed by the Commission that said tariff be, and the same is hereby suspended indefinitely.

By order of the Commission this 8th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 673

Rock Island Southern Railroad Company

v.

Chicago, Burlington & Quincy Railroad Company  
Atchison, Topeka & Santa Fé Railway Company, Respondents

*In re petition to connect with switch track at Galesburg, Illinois.*

Now on this day comes the respective parties to this proceeding, and it appearing to the Commission that the Atchison, Topeka & Santa Fé Railway Company was not a necessary party to this proceeding, and on motion of counsel for petitioner, the petition herein as to the said Atchison, Topeka & Santa Fé Railway Company, is hereby dismissed.

By order of the Commission this 12th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 557

Chicago & Alton Railroad Company

Ex parte

*Application for authority to cancel car service charges on sixteen cars of stone shipped from Joliet, Illinois to Shirley, Illinois, consigned to State Highway Commission for road building*

Now on this day comes the Chicago & Alton Railroad Company and files herein the following application:

"The Chicago and Alton Railroad Company, of Chicago, Ill., respectfully shows:

"*First*—That it is a common carrier by railroad engaged in the transportation of passengers and property between the cities of Joliet, Ill., and Shirley, Ill., and that it carried and transported the shipments of crushed stone consigned to the State Highway Commission at Shirley, Ill., shown on the exhibit marked "Exhibit A," hereto attached and made a part thereof, and that demurrage accrued on said shipments in accordance with the statements therein contained.

"Second—Your petitioner further shows that said shipments of crushed stone were used for building hard roads by said State Highway Commission in McLean County, Illinois; that the stone was prepared at the Illinois State Penitentiary at Joliet, Ill., and the shipment of said stone was non-competitive business.

"Third—Your petitioner further shows that it has been represented to it by the said State Highway Commission that it was impossible to promptly unload the cars containing said shipment on their arrival at destination, and it has been requested by the consignee thereof to cancel the demurrage charges which accrued thereon, and your petitioner is willing to cancel said demurrage charges upon an order allowing it to do so by this Commission.

"THE CHICAGO & ALTON RAILROAD COMPANY, BY  
[Signed] "A. C. KING,  
"Freight Traffic Manager."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago & Alton Railroad Company be, and the same is hereby authorized to make settlement on shipment of crushed stone in question by canceling car service charge of \$228, as shown by "Exhibit A" attached to petition herein.

By order of the Commission this 15th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### Miscellaneous Docket No. 558

Chicago, Burlington & Quincy Railroad Company  
Ex parte

*Application for authority to protect rate of ten cents per cwt. on shipment of lumber from Fruit to Moline, Illinois*

Now on this day comes the Chicago, Burlington & Quincy Railroad Company and files herein the following application:

"Herewith claim of the Mutual Wheel Company, Moline, Ill., covering two shipments of hickory lumber from Fruit, Ill., to Moline, Ill., in November, 1912:

"Charges have been assessed at 14.6 cents per cwt., the combination on Soronto, as follows:

Fruit to Soronto .....	4.6c
"Illinois Distance Tariff rate for 21 miles, minimum weight 24,000 pounds.	

Soronto to Moline .....	10.0c
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"Published in C. B. & Q. G.F.O. 2700-C, effective March 24, 1911, minimum weight 30,000 lbs. for cars under 36 feet in length and 34,000 lbs. for cars 36 feet and over in length.

Through .....	14.6c
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"The claim is based on 10 cents per cwt., which was made effective March 1, 1913, in Supplement 10 to E. Morris' Tariff No. 65-C, I. C. C. No. 292, minimum weight the same as shown above in our Tariff No. 2700-C.

"The Mutual Wheel Company insists that we should make refund to basis of the reduced rate established a little more than three months after the shipments moved, and we are willing to do this, if authorized to do so by your Commission.

[Signed] "GEO. H. CROSBY,  
"Freight Traffic Manager."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago, Burlington & Quincy Railroad Company be, and the same is hereby authorized to make settlement on shipment of lumber in question on basis of ten cents per cwt.

By order of the Commission this 20th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 673

Rock Island Southern Railroad Company, Petitioner  
v.  
Chicago, Burlington & Quincy Railroad Company  
Atchison, Topeka & Santa Fé Railway Company, Respondents

*In re petition to connect with switch track at Galesburg, Illinois*

The petitioner, the Rock Island Southern Railroad Company, is a corporation organized and existing under the laws of the State of Illinois, and duly organized as such to construct and operate a railroad from Monmouth, county of Warren, to a point in Galesburg, county of Knox, and State of Illinois.

It appearing to the Commission that the petition herein has been regularly filed in due time with the secretary of this Commission, and that it is in due form as required by law and the rules of this Commission, and that due notice of the filing of the same has been given to the respondents as required by law and the rules of this Commission, and that all parties in interest are properly before the Commission, and that the Commission has jurisdiction of the subject matter and of all of the parties in interest.

And the Commission having viewed the premises at the point of connection as shown by the petition and examined the same with regard to the safety of life and property, and also with regard to the necessity therefor, and it further appearing to the Commission that at another point herein-after described, there is a more acceptable place for making such connection, and the respective parties having entered into a contract in relation to making said connection at said last mentioned point, and the matter coming on for hearing, and the Commission having heard the testimony and arguments of counsel and being fully advised in the premises, and it appearing that at the point described in said contract, such connection will not unnecessarily impede or endanger the travel or transportation upon said railroad.

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition for a connection is hereby allowed, not at the point described in the original petition, but at the point described in said contract.

It is further ordered that the petitioner, the Rock Island Southern Railroad Company be, and the same is hereby authorized to connect (the right-of-way having first been obtained), with the switching track of the respondent company, namely the Chicago, Burlington & Quincy Railroad Company (the proceedings herein as against the Atchison, Topeka & Santa Fé Railway Company, the other respondent herein, having been dismissed by former order of this Commission), at a point in West Fourth Street, in the city of Galesburg, county of Knox and State of Illinois, such connection being more particularly and fully described by the plat or blue print attached to contract filed herein, and also sketch or plat filed herein by the consulting engineer of this Commission, and referred to herein for certainty as to location of said connection.

It appearing to the Commission that the respective parties herein have entered into a contract in relation to the expense of the installation and maintenance of said connection, the Commission at this time makes no order in relation thereto, and approves said contract so far as it is in harmony with this order.

The Commission retains jurisdiction of the subject matter and the parties hereto for the purpose of making any further order that may be necessary herein.

By order of the Commission this 20th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 565

Railroad and Warehouse Commission, ex rel  
A. L. Jones & Company, Petitioner

v.

Illinois Central Railroad Company, Respondent

*In re application of A. L. Jones & Company for reparation on manure shipped from Chicago to Barnes, Illinois, which was submitted informally to the Commission*

The facts agreed upon in the above entitled cause show that some months ago A. L. Jones & Company, of Chicago, shipped five cars of manure from Chicago to Barnes, Ill.; at the time of the shipment the Illinois Central Railroad Company's published tariff rate from Chicago to Barnes was \$12.50 per car of 80,000 pounds or less; any excess above 80,000 pounds to be charged for in proportion. This was an acceptable rate and the manure sold to purchaser upon that basis and freight paid to the Illinois Central Railroad Company. Sometime later, A. L. Jones & Company discovered in the tariff that there was a rate of \$10 per car of 80,000 pounds or less from Chicago to Normal, Normal being farther from Chicago than Barnes, and at once demanded of the Illinois Central Railroad Company reparation, or rather a rate of \$10 per car from Chicago to Barnes.

It further appears that the \$10 rate to Normal was an oversight on the part of the Illinois Central Railroad Company in making up their tariff, and immediately upon its discovery it was changed.

It is contended by A. L. Jones & Company that this is discrimination and a violation of the long and short haul clause.

It further appears that the rate to Normal had never been used—in other words, not a shipment had been made under that rate published in the tariff.

Substantially this same question has been before the Interstate Commerce Commission and their views are very fully set forth in a case entitled, *Missouri & Kansas Shippers' Association v. M. & T. Ry. Co.*, 12 I. C. C. Rep., 483, and among other things they say:

"While its procedure is to some extent judicial in nature, the Commission is essentially an administrative body; and in the adjustment of contentious proceedings of this kind it ought to examine into the real substance of the matter unembarrassed by consideration that are purely technical. Looking at the complaint from this point of view, it seems to us wholly without merit. We are unable to accept a merely theoretical or paper rate, for the longer haul, that has not been used and was unknown either to the defendant or the complainant, until casually discovered after it had been the published rate for some years, as affording a just basis for an order for reparation on shipments made to an intermediate point at a slightly higher rate."

The agreed facts in the above entitled case are substantially the facts as found in the case above referred to by the Interstate Commerce Commission. It cannot be said, we believe, that there was any discrimination or violation of the long and short haul clause, when it is shown conclusively that there never was a haul made at this rate between Normal and Chicago, and that the error in the tariff was corrected as soon as found.



It further appears that the shipper in this instance was satisfied with the rate of \$12.50 at the time shipment was made, and that it was in fact paid by the purchaser of the manure; it further appears that the rate charged was a reasonable rate.

The Commission therefore holds that there was no violation of the long and short haul clause, nor any discrimination, and that the application for reparation should not be allowed.

By order of the Commission this 27th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 580

Mobile and Ohio Railroad Company  
Ex parte

*Application for authority to protect rate of 10½ cents on shipment of sulphate of alumina from East St. Louis to Cairo, Illinois*

Now on this day comes the Mobile and Ohio Railroad Company and files herein the following application:

"Enclosed herewith are papers which show General Chemical Company Claim No. C.B. 1702. We also attach copy of Supplement 1, to Freight Tariff 7955 which shows rate of 10½ cents per hundred pounds from East St. Louis to Cairo, Ill., on sulphate of alumina C.L. minimum weight 40,000 pounds, effective April 17, 1913. Shipment in C. B. & Q. car 105152 referred to in these papers was forwarded from East St. Louis January 15 and freight was collected on the tariff rate of 13.6 per hundred pounds, which was in effect via our line at that time. The facts in this case are that arrangements were made to establish commodity rate of 10½ cents per hundred pounds to take effect January 1, but partially through oversight and partially owing to great accumulation of work in our office, publication of this rate was delayed. We hereby petition the Illinois Railroad & Warehouse Commission for authority to apply present commodity rate of 10½ cents per hundred pounds on this shipment which was forwarded January 15th.

(Signed) HAIDEN MILLER,  
"Freight Traffic Manager."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Mobile and Ohio Railroad Company be, and the same is hereby authorized to make settlement on said shipment in question on basis of 10½ cents per hundred pounds.

By order of the Commission this 26th day of June, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 559

Minneapolis, St. Paul & Sault Sainte Marie Railway Company  
Ex parte

*Application for authority to protect rate of 60 cents per ton plus \$½ per car switching, to absorb \$3 per car switching where the earnings are \$15 or more per car, on ice carloads, minimum weight 40,000 pounds, from Lake Villa, Illinois, to points on the Chicago & Illinois Western Railroad*

Now on this day comes the Minneapolis, St. Paul & Sault Sainte Marie Railway Company and files herein the following application:

"Attached papers cover claim of the Consumer's Co., Chicago, Ill., our number as above their number 1248 for refund of switching at Chicago."

"The facts are as follows:

"Our G.F.D. No. 14515, copy attached to papers, provided a rate to points on the C. & I. W. of 60 cents per ton from point of shipment to Chicago, plus 15½ cents per ton, but not less than \$4.65 per car, out of which, this company absorbed \$3.

"It seems, however, that the C. & I. W. carry a switching charge of \$4 per car, and as this is strictly Illinois State business, they feel that the sums of locals should govern, and that our \$3 per car absorption should be made where the earnings are \$15 or more per car.

"Will you kindly advise if we have your authority to make such settlement.

(Signed) E. E. CLARK,

*Assistant General Freight Agent."*

And the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Minneapolis, St. Paul & Sault Sainte Marie Railway Company be, and the same is hereby authorized to make settlement of Claim No. 1248 Consumer's Co. and Soo Line Claim S-5300, covering eighteen cars of iron shipped from August to October, 1912, inclusive, on basis of 60 cents per ton, plus \$4 per car switching less \$3 per car absorption of switching.

By order of the Commission this 27th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2064

Railroad and Warehouse Commission, ex rel  
St. Louis Coal Company, Petitioner  
v.

Wabash Railroad Company, Defendant

*In re demurrage charged on cars of coal bunched in transit and delivery*

This is a petition asking the Commission to direct a refund of certain amounts claimed on account of reconsigning and car service charges on account of bunching cars. These shipments originated at Edwardsville and were billed to Chicago, Ill. These claims were presented, the petition states, to the freight claim agent of the defendant road, who declined payment thereof because Wabash Tariff D-5228, rule 8, section b, paragraph 2, page 12, provides that claims for bunching must be filed within 15 days after arrival of cars.

The entire controversy and hearing of the case turned upon the question of the reasonableness or unreasonableness of this rule, and that is the only matter presented to the Commission at this time for consideration.

The National Association of Railway Commissioners, among its rules upon this subject, has adopted the following:

"Section B.—Bunching.

"1. Cars for loading.—When, by reason of delay or irregularity of the carrier in filing orders, cars are bunched and placed for loading in accumulated numbers in excess of daily orders, the shipper shall be allowed such free time for loading as he would have been entitled to had the cars been placed for loading as ordered.

"2. Cars for unloading or reconsigning.—When as the result of the act or neglect of any carrier, cars destined for one consignee, at one point, are bunched at originating point, in transit, or at destination, and delivered by the carrier line in accumulated numbers in excess of daily shipments, the consignee shall be allowed such free time as he

would have been entitled to had the cars been delivered in accordance with the daily rate of shipment. Claim to be presented to carrier's agent within fifteen (15) days."

The Interstate Commerce Commission recommends that the rules so adopted, including the above, be made effective on interstate transportation throughout the country. The same rule has been adopted as to intrastate traffic by the Indiana State Commission, and by other states and many of the railroad companies throughout the country.

While this Commission has not adopted uniform demurrage rules as a whole or any particular part of them for intrastate service in the State of Illinois, the Commission appreciates the desirability of a uniform rule upon this subject, and when adopted by a railroad company as a part of its rules, unless the Commission felt same was manifestly unjust or unfair, the Commission would be inclined to sustain the rule, and having examined the subject matter of this complaint very carefully, and investigated its workings as a whole, the Commission is of the opinion that the rule is not an unreasonable rule. Fifteen days, is not an unreasonable time, in our judgment, in which to file a protest where the subject matter of the protest, must in the very nature of the case, have come to the knowledge of the person whose duty it is, under the rule, to make such protest.

The reasonableness or unreasonableness of this rule being the only question submitted to the Commission for its consideration, the conclusion reached is such as to require the dismissal of the complaint.

It is therefore ordered that the complaint be, and the same is hereby dismissed.

By order of the Commission this 27th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### Miscellaneous Docket No. 566

#### Chicago & Eastern Illinois Railroad Company Ex parte

*Application for authority to protect rate of \$11.12 per car on new gondola cars shipped from Madison to Chicago, Illinois*

Now on this day comes the Chicago & Eastern Illinois Railroad Company and files herein the following application, in regard to freight charges assessed on 435 new gondola cars, moving on own wheels, from Madison to Chicago, Ill.:

"Date movement legal rate to apply, East St. Louis to Chicago, was \$1 per car Merchants Bridge switching at East St. Louis to tracks of C. & E. I. as carried in Leland's tariff 1E ICC 924, effective July 1, 1912, and 4 cents per mile for 267 miles from East St. Louis to Chicago, Ill., per Illinois Classification 10-A, plus Belt intermediate switching at Chicago of \$1.50 per car, Belt tariff No. 70 ICC 30 November 25, 1912.

"At date of movement there was also in effect a rate from Chicago to East St. Louis of \$11.12 per car carried in IFC 503-C ICC A-357, effective January 1, 1913, and which through error applied southbound only instead of "between." As it was the intention it should apply both north and southbound switching at East St. Louis and Chicago to be absorbed by C. & E. I. per Lowrey's tariff 21-B ICC-9 and C. & E. I. 4360-A ICC 2616.

"Effective March 25, 1913, C. & E. I. published a rate of \$11.12 per car from East St. Louis to Chicago, Ill., as published and carried in tariff 6441, and is present rate, switching to be absorbed as explained in item "second" above. We therefore request authority to refund all in excess of \$11.12 per car account of error in issuing tariff.

[Signed] "T. O. JENNINGS,  
"General Freight Agent."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago & Eastern Illinois Railroad Company be, and the same is hereby authorized to make settlement on shipment of 435 new gondola cars in question on basis of \$11.12 per car or total amount of \$896.10.

By order of the Commission this 27th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 573

Chicago, Burlington & Quincy Railroad Company  
Ex parte

*Application for authority to protect rate on iron wheels from Quincy to Washington, Illinois, as carried in Supplement No. 20 to C., B. & Q. G. F. O. No. 6100-C, on intrastate traffic as of date May 1, 1913*

Now on this day comes the Chicago, Burlington & Quincy Railroad Company and files herein the following application:

"In Item 5016, page 10 of the attached Supplement No. 20 to our Tariff 6100-C, we have published rate on iron wheels from Quincy, Ill., to Washington, Ill., making same effective June 1st; that is, giving regular thirty day notice to the Interstate Commerce Commission for the changes in this supplement.

"This particular item is on State traffic only and we find that shipments had been made prior to June 1st on the expectation that this rate would have been in effect at an earlier date. I would like to ask special permission to make this item retroactively effective until May 1, 1913. You will note the supplement was issued April 29, 1913, and might, therefore, properly have been made effective on State traffic May 1st.

[Signed] "E. R. PUFFER,  
"General Freight Agent."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago, Burlington & Quincy Railroad Company be, and the same is, hereby authorized to make the item in question effective May 1, 1913, on intrastate traffic.

By order of the Commission this 10th day of June, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 575

Elgin, Joliet & Eastern Railway Company  
Ex parte

*Application for authority to protect switching charge on shipments of crushed stone, screenings, etc.*

Now on this day comes the Elgin, Joliet & Eastern Railway Company and files herein the following application:

"I herewith hand you papers in the above numbered claims with advise that same cover C., B. & Q. switching at Aurora on shipments of coke from Joliet, Ill., to Aurora, Ill., crushed stone, screenings from Lockport to Aurora, scrap iron from Argo to Aurora, castings Aurora to Argo, machinery from Argo to Aurora, alum Joliet to Aurora and

scrap iron Joliet to Aurora, shipments moving during the year 1912 and 1913.

"I would ask, if consistent, that you give me proper authority to absorb the C., B. & Q. terminal expense at Aurora for this period and up to and including December 31, 1913, on these commodities.

"The absorption of the switching on coke from Joliet to Aurora, is covered by our I. C. C. 1064, effective November 15, 1912, and is therefore fully protected, but is mentioned in this letter on account of some cars moving prior to the time this tariff went into effect.

[Signed] "H. M. DEGETTE,  
"Freight Claim Agent."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Elgin, Joliet & Eastern Railway Company be, and the same is, hereby authorized to absorb said terminal expense at Aurora on shipments in question up to and including December 31, 1913.

By order of the Commission this 12th day of June, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### Miscellaneous Docket No. 576

#### Chicago & Alton Railroad Company

#### Ex parte

#### *Application for permission to equalize passenger tariffs at places named in petition*

Now on this day comes the Chicago & Alton Railroad Company and files herein the following application:

"The people of Jacksonville, through your petitioner, request and desire that your petitioner shall arrange to honor all classes of tickets reading Chicago to Jacksonville:

"(1) On passenger train known as No. 9, leaving Chicago on present schedule at 6:30 P.M., arriving Roodhouse at midnight, 12:20 A.M., leaving Roodhouse on passenger train known as No. 10 at 1:25 A.M., arriving Jacksonville 1:58 A.M.

"(2) On passenger train known as No. 11, leaving Chicago on present schedule at 11:30 P.M., near midnight, arriving Roodhouse 5:30 A.M. next morning, leaving Roodhouse on passenger train known as No. 70 at 5:35 A.M. and arriving Jacksonville at 6:20 A.M. same morning.

"In addition to the foregoing accommodations the people of Jacksonville now have service in connection with passenger train No. 3, leaving Chicago at 9:00 A.M., arriving Bloomington at 12:55 noon, leaving Bloomington via Jacksonville line on passenger train No. 33, arriving Jacksonville at 3:45 same afternoon; also in connection with passenger train No. 71, leaving Chicago at 1:30 P.M., running via Bloomington and Jacksonville line, arriving Jacksonville at 8:45 P.M.

"The additional service in connection with passenger train No. 9 out of Chicago at 6:30 P.M. and the midnight service in connection with passenger train No. 11, leaving Chicago at 11:30 P.M., gives to Chicago-Jacksonville travel two additional trains, one of which, No. 11, provides a sleeping car service Chicago to Roodhouse. The route Chicago to Jacksonville by way of Springfield and the Air Line across through Murrayville to Roodhouse is not part or parcel of the short line route and is a little longer than the direct and short route by way of Bloomington and the Jacksonville line. The passenger fare by the direct line Chicago to Jacksonville is \$4.32, single trip, the passenger fare Chicago to Roodhouse by way of Springfield is \$4.64, and Roodhouse to Jacksonville is 46 cents. Your petitioner is of the opinion that the privilege sought by the people of Jacksonville, and which your petitioner is will-

ing to furnish, may not be abused to the detriment of other communities. All passage tickets are taken up on first presentation on your petitioner's train and are exchanged for a continuous train check which will be honored only in connection with the trains specified in this petition.

[Signed] "GEO. J. CHARLTON,  
"Passenger Traffic Manager."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago & Alton Railroad Company be, and the same is, hereby authorized to sell such tickets and route passengers according to the prayer of the petition.

By order of the Commission this 12th day of June, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### Miscellaneous Docket No. 577

The Minneapolis & St. Louis Railroad Company  
Ex parte

*Application for authority to protect rate on shipment of ice from Monmouth to Eleanor, Illinois*

Now on this day comes the Minneapolis & St. Louis Railroad Company and files herein the following application:

"Kindly note attached papers, relative to movement of several cars of ice, C.L., from Monmouth to Eleanor, Ill.

"The correct rate applicable is 3.6 cents per 100 lbs., which is the Class E distance rate for this haul. Our agent at Monmouth, however, in error quoted rate of 2½ cents per 100 lbs., he having confused his Illinois tariff with the tariff applicable on other traffic. However, the shipper and consignee have both closed up the deal, and in order to help them out, we wish to obtain authority from the Commission to protect a 2½-cent rate which was in error quoted by our Monmouth agent.

"Will you kindly advise authority, and oblige.

[Signed] "C. A. WERLICH,  
"Chief of Tariff Bureau."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Minneapolis & St. Louis Railroad Company be, and the same is hereby authorized to protect said rate of 2½ cents per hundred lbs. on shipment of ice in question.

By order of the Commission this 12th day of June, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### Miscellaneous Docket No. 579

The Chicago & Alton Railroad Company  
Ex parte

*Application for authority to protect rate on coal from Springfield to Lafayette, Illinois*

Now on this day comes the Chicago & Alton Railroad Company and files herein the following application:

"Through error there was published, effective April 6, 1912, in C. & A. Tariff No. 1016-F a rate of \$1 per net ton on the following grades

of bituminous coal—lump, egg, nut and mine run, from Springfield, Ill., to Lafayette, Ill., in connection with the Chicago, Rock Island and Pacific Railway, which rate exceeded the rate of 85 cents per net ton in effect to Galva, Ill., to which point Lafayette is directly intermediate.

"That effective March 12, 1913, in Supplement No. 5 to Tariff No. 1016-F the rate to Lafayette, Ill., was reduced to 85 cents per net ton.

"That on October 12, 1912, the Jones & Adams Coal Company shipped one carload of egg coal (weight 96,000 pounds) from Springfield, Ill., to Lafayette, Ill., on which charges were collected on the basis of \$1 per net ton.

"That the Jones & Adams Coal Company has filed claim with the Chicago & Alton Railroad to cover alleged overcharge of \$7.20 in connection with the shipment in question account rate to Lafayette, Ill., exceeding published rate to Galva, Ill.

"Your petitioner, considering the claim of the Jones & Adams Coal Co. just, believes that a refund of \$7.20 should be made.

[Signed] "C. W. GALLIGAN,

*"General Freight Agent."*

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago & Alton Railroad Company be, and the same is hereby authorized to make refund on shipment in question of \$7.20.

By order of the Commission this 19th day of June, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,

B. A. ECKHART, *Commissioner*,

J. A. WILLOUGHBY, *Commissioner*.

#### No. 2051

Railroad and Warehouse Commission, ex rel

Farmers' Illinois Grain Dealers' Association

Illinois Grain Dealers' Association

Peoria Board of Trade

Cairo Board of Trade

Merchants' Exchange of St. Louis, Complainants

v.

The Atchison, Topeka & Santa Fé Railway Company, et al

It appearing to the Commission that the Interstate Commerce Commission before which body a similar proceeding is pending, has suspended the Interstate tariffs referred to in the petition and original order herein, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the tariffs referred to in petition and original order herein be, and the same are hereby suspended until January 8, 1914.

By order of the Commission this 8th day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,

B. A. ECKHART, *Commissioner*,

J. A. WILLOUGHBY, *Commissioner*.

#### Miscellaneous Docket No. 585

Chicago & Alton Railroad Company

Ex parte

*Application for authority to protect rate of \$1.15 on shipment of soft coal from Springfield to Warsaw, Illinois*

Now on this day comes the Chicago & Alton Railroad Company and files herein the following application:

"In publishing rates on soft coal from C. & A., Springfield District mines to stations on Toledo, Peoria & Western Ry. west of Chenoa,

Ill., as shown in Supp. 1 to C. & A. Tariff 1027-B, effective December 28, 1912, we neglected, through oversight to establish a rate to Warsaw. Ill. This error was rectified in Supplement 2 to Tariff 1027-B, effective June 4, 1913.

"On April 12, 1913, there was shipped from Springfield, Ill., one carload of nut coal, weight 63,000 lbs., consigned to Sharon Coal Company, Warsaw, Ill., on which freight charges were collected from the consignee based on a combination of rates to and from Peoria, Ill. A claim has been presented by Sharon Coal Company alleging unreasonable rate account of same exceeding the amount of \$1.15, which was subsequently published to Warsaw, Ill.

"It is the belief of this company that rate as charged was unreasonable and that the claimants are entitled to a refund based on a rate of \$1.15 through.

"It is the desire therefore that your Commission review the papers in the attached claim with a view of granting permission to the company to make refund to the claimant in the amount of \$2.22.

[Signed] "J. A. BEHRLE,

*"Chief of Tariff Bureau."*

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago & Alton Railroad Company be, and the same is hereby authorized to make settlement on shipment in question on said basis of \$1.15 through.

By order of the Commission this 8th day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman,*  
B. A. ECKHART, *Commissioner,*  
J. A. WILLOUGHBY, *Commissioner.*

#### Miscellaneous Docket No. 581

#### Mobile and Ohio Railroad Company Ex parte

*Application for authority to protect rate of ten and one-half cents per hundred on shipment of sulphate of alumina from East St. Louis to Cairo, Illinois*

Now on this day comes the Mobile and Ohio Railroad Company and files herein the following application:

"Enclosed herewith are papers which show General Chemical Company's claim No. C.B. 1715. In Supplement No. 1, to Freight Tariff 7955 I. C. C. A-978, effective April 17, 1913, on intrastate traffic we issued rate of ten and one-half cents per hundred pounds. Shipment in D. & H. Co. car 21009 referred to in these papers was forwarded from East St. Louis, Ill., March 28, and freight was collected on the tariff rate of 13.6 per hundred which was in effect via our line at that time. Rate in effect via the Illinois Central Railroad at date of this shipment was ten and one-half cents, as you will find by reference to their supplement No. 12, to Freight Tariff 2045-F, effective February 1.

"We hereby petition the Illinois Railroad and Warehouse Commission for authority to settle with the claimants on basis of ten and one-half cents per hundred pounds, which rate they could have secured if shipment had moved via the Illinois Central Railroad.

[Signed] "HAIDEN MILLER,

*"Freight Traffic Manager."*

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Mobile and Ohio Railroad Company be, and the same is hereby



authorized to make settlement on said shipment in question on basis of ten and one-half cents per hundred pounds.

By order of the Commission this 8th day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2067

Railroad and Warehouse Commission, ex rel  
Shoal Creek Coal Company, Petitioner  
v.

Chicago & Alton Railroad Company, Defendant

*In re suspension of Supplement No. 3 to Tariff No. 1062-A, cancelling  
certain through rates on coal*

Whereas the Commission in the above entitled cause on May 8, 1913, suspended tariff described above and also described in the petition and original order herein, for a period of sixty days, pending the hearing of the subject matter before the Interstate Commerce Commission, and whereas such matter has not yet been determined before the Interstate Commerce Commission.

It is therefore ordered, adjudged and decreed by this Commission that said tariff be and the same is hereby suspended until the further order of this Commission.

By order of the Commission this 10th day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 1185

Railroad and Warehouse Commission, ex rel  
v.

Alton, Granite & St. Louis Traction Company

*In re installation of toilets in cars of defendant*

*Modified Order*

Now on this 8th day of July, 1913, comes the Alton, Granite & St. Louis Traction Company by M. W. Schaefer and P. B. Warren, its attorneys, and it appearing to the Commission that the appeal taken by the Alton, Granite and St. Louis Traction Company to the Circuit Court of Sangamon County, Illinois, from the order entered by this Commission in the above entitled cause on the 16th day of September, 1912, was, upon the motion of said Alton, Granite and St. Louis Traction Company made in said Circuit Court of Sangamon County, this day dismissed.

And it further appearing to this Commission that the order of this Commission entered in the above entitled cause on said 16th day of September, 1912, should be modified and amended; and the Commission being fully advised in the premises, upon motion by the petitioner, it is hereby

Ordered, adjudged and decreed that the above entitled cause be, and the same is hereby reinstated and redocketed; and it is further hereby

Ordered, adjudged and decreed that the last two paragraphs of the order entered in the above entitled cause on the 16th day of September, 1912, be amended so as to read as follows, to-wit:

"It is therefore ordered, adjudged and decreed by the Commission that within thirty days from the date hereof the Alton, Granite and St. Louis Traction Company proceed to install in its respective cars used on its respective lines of road herein described, suitable toilet closets for the accommodation of passengers, and that the same be completed within a reasonable time, to be hereafter determined, if necessary, by this Commission, upon application or showing by said Alton, Granite and St. Louis Traction Company: *Provided, however*, that this order, judgment and decree, shall not apply to cars of said Alton, Granite and St. Louis Traction Company operating a less distance between termini than sixteen miles, nor to cars operated in other than regular schedule service."

By order of the Commission this 8th day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2079

The Louisville & Nashville Railroad Company

v.

Railroad and Warehouse Commission, et al.

*In re Electric Headlight Act, effective July 1, 1913*

It appearing to the Commission that the last General Assembly passed the following Act, effective July 1, 1913:

"SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly:* That all common carriers by railroad, operating or doing business in this State, shall be required to equip and maintain and use on all locomotive engines used by them in passenger service (except suburban passenger service), a headlight of sufficient candle power, measured with the aid of a reflector, to throw a light in clear weather that will enable the operator of same to plainly discern an object the size of a man, upon the track, at a distance of 800 feet from the headlight; and upon all locomotive engines used by them in freight service, exclusive of engines in switching, and transfer service, with a headlight of sufficient candle power, measured with the aid of a reflector, to throw a light in clear weather that will enable the operator of same to plainly discern an object the size of a man upon the track at a distance of 450 feet from the headlight; and upon all engines used by them in switching, transfer, and suburban passenger service, with a headlight of sufficient candle power, measured with the aid of a reflector, to throw a light, in clear weather, that will enable the operator to plainly discern an object the size of a man upon the track at a distance of 250 feet from the headlight: *Provided*, this Act shall not apply to any locomotive engines running between sunup and sundown, or to any locomotive engine, the equipment of which has failed during the trip, providing it is shown that the equipment was in efficient and effective working condition when the trip was begun.

"§ 2. That any common carrier by railroad violating any of the provisions of this Act shall be guilty of a misdemeanor and shall be subject to a fine of not less than one hundred dollars (\$100), nor more than five hundred dollars (\$500) for each offense."

And it further appearing to the Commission that the Louisville & Nashville Railroad Company filed a bill in the District Court of the United States for the Eastern District of Illinois on the 30th day of June, 1913, restraining this Commission from undertaking to enforce the terms of said Act as against the said Louisville & Nashville Railroad Company, and the matter having been brought to the attention of the Commission by such proceed-

ings, and it also being brought to the attention of the Commission by a number of the railroad companies of the State, as well as the representatives of certain organizations hereinafter mentioned, that in view of the terms of such Act, it would be impractical, if not impossible, for the respective railroad companies to comply with said Act at the time the said Act became effective, to-wit, July 1, 1913, the Commission thereupon requested the respective railroad companies together with the Legislative Committee of the organizations hereinafter named and their attorney, to meet with the Commission at its regular meeting in Chicago on the 10th day of July, 1913, for the purpose of a conference in relation thereto, and for the further purpose of adopting some general plan for the compliance with such Act in such a manner as would be practical and thus avoid any litigation in relation thereto. In response to such request a number of the leading railroad companies of Illinois through their proper representatives, and also the Brotherhood of Locomotive Engineers, the Order of Railway Conductors, the Brotherhood of Locomotive Firemen and Enginemen and the Brotherhood of Railroad Trainmen, by their attorney, Mr. T. J. Condon, and representatives of each of the said organizations, representing the Legislative Committee of such organization, which committee had much to do with the preparation and passage of said Act, appeared before this Commission and it was represented to the Commission by the respective railroad companies present that it was impractical, and in their judgment impossible, for them to so equip their locomotive engines with such headlights for several months in accordance with the Act referred to, and this statement was agreed to by all parties present, and after a full discussion, the respective parties joined in the request to this Commission that it refrain from bringing any prosecution for the failure to fully comply with such Act until such time as the respective railroad companies might be able to equip their said locomotive engines with the headlights required by said Act; and it was further requested by the respective parties that the Commission recommend that no prosecution be made until such time as might be hereafter agreed upon.

After due consideration, it was agreed by all parties present, in which this Commission concurred, that the railroad companies proceed at once to ascertain the length of time they will require to properly equip their respective locomotive engines under the terms of said Act, and that the entire matter be continued under such arrangement until October 1, 1913, at which time the respective parties will make full report to this Commission.

And the Commission being fully advised in the premises, finds, that in view of the necessary equipment to be obtained with which to equip such locomotive engines, that it is impractical, if not entirely impossible, for said railroad companies to comply technically with such Act at its effective date, or for several months thereafter, and the Commission further finds from the statement made by the respective parties that the several railroad companies are proceeding and will proceed in all good faith to ascertain the length of time it will take to procure the necessary equipment and have the same properly installed so as to fully and entirely comply with such Act, and while it is understood by all respective parties that this Commission cannot make, and is not attempting to make any binding order in relation to the subject matter under consideration, the Commission does feel that it is justified in making a recommendation in relation to the matter for the general guidance and information of all parties concerned.

The Commission therefore recommends that the respective railroad companies proceed at once to equip their respective locomotive engines in compliance with said Act, and so long as said railroad companies are proceeding in good faith to do so, that there be no prosecutions for the violation of or failure to comply with said Act, and the matter is hereby continued for further hearing to October 9, 1913, the regular meeting of the Commission in the city of Chicago, Ill.

By order of the Commission this 10th day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2068

Railroad and Warehouse Commission, ex rel  
Clover Leaf Mining Company, Sorento Colliery Company, Petitioners  
v.  
Chicago & Alton Railroad Company, Defendant

*In re suspension of Supplement No. 3 to Tariff No. 1062-A, cancelling certain through rates on coal*

Whereas the Commission in the above entitled cause on May 8, 1913, suspended tariff described above and also described in the petition and original order herein, for a period of sixty days, pending the hearing of the subject matter before the Interstate Commerce Commission, and whereas such matter has not yet been determined before the Interstate Commerce Commission.

It is therefore ordered, adjudged and decreed by this Commission that said tariff be, and the same is hereby suspended until the further order of this Commission.

By order of the Commission this 10th day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2081

Railroad and Warehouse Commission

*In the matter of the consideration and repeal of Rule No. 23 as adopted by this Commission on the 16th day of September, 1908, and which appeared in Supplement No. 10 to Illinois Commissioners' Classification No. 10, effective November 1, 1908, and now appearing in Supplement No. 23 to Illinois Commissioners' Classification No. 10, effective August 1, 1913*

In the matter of the petition of the Illinois Central Railroad Company and others concerning the modification of Rule No. 23, after an extended and thorough hearing and arguments, this Commission decided that Rule No. 23 of the Illinois Commissioners' Classification No. 10, should be amended so as to read as follows:

"It is hereby declared to be the duty of all railroad companies in this State, on request, to provide the necessary equipment and perform the switching service herein enumerated upon being paid or tendered the charges therefor as herein fixed.

SWITCHING LIMITS

"The switching limits of each and every town, city and village in this State, into or through which one or more railroads are operated, shall include:

"(1) All sidetracks (including all team tracks used by the public in loading and unloading cars, and all private sidetracks) located within the yard limits of each railroad located therein.

"(2) All sidetracks (including all team tracks used by the public in loading and unloading cars, and all private sidetracks) located without the yard limits, but within short distances thereof.

"(a) At points where there are no regularly established stations, or

"(b) At points where no regular way-bill is made for the movement of cars from such points to such town, city or village, or

"(c) At points to or from which switch engines or road engines ordinarily move without special orders and without being regularly scheduled on a time-card.

#### CONNECTING LINE SWITCHING

"Connecting Line Switching' is hereby defined to be:

"(1) The movement of a loaded car from any elevator, warehouse, industry or place of business located upon or adjoining any side track, to any connecting railroad at a junction point, or,

"(2) The movement of a loaded car from any connecting railroad at a junction point to any elevator, warehouse, industry or place of business located upon or adjoining any side track, or,

"(3) The movement of a loaded car from a connecting railroad at a junction point to a connecting railroad at another junction point.

*Provided*, the point from and the point to which the car is moved are both within the switching limits of any town, city or village, as herein defined.

"The reasonable maximum rate for each railroad for 'connecting line switching,' where the distance does not exceed three miles, shall not exceed \$2.50 per car, and where the distance is more than three and does not exceed five miles, shall not exceed \$3 per car, regardless of weight or contents, but in no case shall a car be loaded beyond its safe carrying capacity.

#### INDUSTRIAL SWITCHING

"Industrial Switching' is hereby defined to be the movement of a loaded car from any elevator, warehouse, industry or place of business located upon or adjoining any side track, or from any team track used by the public in loading or unloading cars, to another elevator, warehouse, industry, or place of business located upon or adjoining any side track, or to any team track used by the public in loading and unloading cars, where point of origin and destination are both within the switching limits of any town, city or village, as herein defined, and are both on the line of a single railroad.

"The reasonable maximum rate for each railroad for 'industrial switching,' where the distance does not exceed three miles, shall not exceed \$4 per car, and where the distance is more than three and does not exceed five miles, shall not exceed \$5 per car, regardless of weight or contents, but in no case shall a car be loaded in excess of its marked capacity plus 10 per cent: *Provided*, the rate on grain between elevators, mills, malt houses, distilleries and sugar refineries shall not exceed 75 per cent of the above charges for 'industrial switching.'

#### RULES AND REGULATIONS GOVERNING CONNECTING LINE AND INDUSTRIAL SWITCHING

"The usual 'free time,' but not less than two days for loading and not less than two days for unloading shall be allowed all shippers and receivers of freight, and no per diem or other charge for the use or for the movement of any loaded car or cars, in addition to the charge above provided for, shall be made against any consignor or consignee of freight during the time the car or cars are in transit or during the 'free time' above referred to. No additional charge shall be made for the necessary movement of an empty car preceding or succeeding a switching movement. In all cases where a car is loaded on or unloaded from a public team track, which is not immediately adjacent to the place of business or industry of the party loading or unloading such car, a sum not to

exceed \$1 per car may be added to the above maximum rates for the use of such track.

"Distances under this rule shall be computed according to short line mileage of each road performing the service.

"Any tracks which any railroad company has the right, license or permission to use, operate or control, shall be considered the tracks of such railroad company.

"The 'Illinois Commissioners' Schedule of Maximum Freight Rates' shall in no case apply to switching service within the switching limits of any town, city or village in this State.

"This rule shall not apply in any case where point of origin or destination is without the switching limits and the charge for switching service is covered by a through tariff from point of origin to destination, nor in any case where the charge is absorbed by the railroad or railroads interested, nor shall it apply to interstate commerce.

"This rule shall not apply to any city, town or village in this State where a special switching district has heretofore or may hereafter be established by the Commission.

"(Effective November 1, 1908.)

#### CHICAGO SWITCHING DISTRICT

"The 'Chicago Switching District' shall include all of the territory within the following boundary lines, to-wit:

"Commencing at the Illinois-Indiana State Line at Lake Michigan, thence south along said State line to the intersection with the section line between sections seventeen (17) and twenty (20), in township thirty-six (36) north, range number fifteen (15) east of the Third Principal Meridian, in Cook County, Illinois, thence west to a point of intersection with the main line of the Illinois Central Railroad Company one mile south of Harvey, Ill., thence in a northwesterly direction, parallel with and one mile southwest of the Chicago Terminal Transfer Railroad Company's tracks to a point on the main line of the Chicago, Rock Island & Pacific Railroad Company, one mile southwest of Blue Island, Ill., thence in a northwesterly direction parallel with and one mile west of the Indiana Harbor Belt Railroad Company's track to a point on the Chicago, Milwaukee and St. Paul Railroad Company's track one mile northwest of Franklin Park, Ill., thence northeast to a point on the Chicago, Milwaukee and St. Paul Railroad Company's track one mile northeast of Mayfair, Ill., thence northeast to the intersection of Lincoln Street, Evanston, Ill., with the main line of the Milwaukee Division of the Chicago and Northwestern Railroad Company, thence east on Lincoln Street to the shore of Lake Michigan, thence in a southeasterly direction along the shore of Lake Michigan to the place of beginning.

"It is hereby declared to be the duty of all railroad companies in the Chicago Switching District, on request, to provide the necessary equipment and perform the switching services herein enumerated upon being paid or tendered the charges therefor as herein fixed.

#### CONNECTING-LINE SWITCHING

"'Connecting Line Switching' is hereby defined to be:

"(1) The movement of a loaded car from any elevator, warehouse, industry or place of business located upon or adjoining any side track to any connecting railroad at a junction point, or,

"(2) The movement of a loaded car from any connecting railroad at a junction point to any elevator, warehouse, industry or place of business located upon or adjoining any side track.

"Provided, the point from and the point to which the car moved are both within the switching limits of the Chicago Switching District.

"The reasonable maximum rate for each railroad in the Chicago Switching District for "connecting line switching," where the distance

does not exceed five miles, shall not exceed \$4 per car, and where the distance is more than five and does not exceed fifteen miles, shall not exceed \$4.50 per car, and where the distance is over fifteen miles shall not exceed \$5 per car, regardless of weight or contents, but in no case shall a car be loaded beyond its safe carrying capacity.

*"Provided,* the rate on grain from or to elevators, mills, malt houses, distilleries and sugar refineries, where the distance does not exceed five miles, shall not exceed \$3 per car, and where the distance is more than five and does not exceed fifteen miles, shall not exceed \$3.50 per car, and where the distance is over fifteen miles, shall not exceed \$4 per car.

#### INTERMEDIATE SWITCHING

"Intermediate Switching' is hereby defined to be the movement of a loaded car from a connecting railroad at a junction point to a connecting railroad at another junction point, where both junctions are within the Chicago Switching District.

"The reasonable maximum rate for each railroad in the Chicago Switching District for 'intermediate switching' shall not exceed \$2.50 per car within the Chicago Switching District.

#### INDUSTRIAL SWITCHING

"Industrial Switching' is hereby defined to be the movement of a loaded car from any elevator, warehouse, industry or place of business located upon or adjoining any side track to another elevator, warehouse, industry or place of business located upon or adjoining the same or another side track, provided the point of origin and destination are both within the switching limits of the Chicago Switching District, and both on the line of a single railroad.

"The reasonable maximum rate for each railroad in the Chicago Switching District for "industrial switching," where the distance does not exceed five miles, shall not exceed \$5 per car, and where the distance is more than five and does not exceed fifteen miles, shall not exceed \$6 per car, and where the distance is over fifteen miles shall not exceed \$7 per car, regardless of weight or contents, but in no case shall a car be loaded in excess of its market capacity plus 10 per cent.

*"Provided,* the rate on grain between elevators, mills, malt houses, distilleries and sugar refineries shall not exceed 75 per cent of the above charges for industrial switching.

#### RULES AND REGULATIONS GOVERNING CONNECTING LINE, INTERMEDIATE AND INDUSTRIAL SWITCHING IN CHICAGO SWITCHING DISTRICT

"The usual 'free time,' but not less than two days, for loading and not less than two days for unloading, shall be allowed all shippers and receivers of freight, and no per diem or other charge for the use or for the movement of any loaded car or cars, in addition to the charge above provided for, shall be made against any consignor or consignee of freight during the time the car or cars are in transit or during the 'free time' above referred to. No additional charge shall be made for the necessary movement of an empty car preceding or succeeding a switching movement.

"Distances under this rule shall be computed according to short line mileage of the road or roads performing the service.

"Any tracks which any railroad company has the right, license or permission to use, operate or control, shall be considered the tracks of such railroad company.

"The 'Illinois Commissioners' Schedule of Maximum Freight Rates' shall in no case apply to switching service within the switching limits of the Chicago Switching District.

"This rule shall not apply in any case where point of origin or destination is without the switching limits of the Chicago Switching District, and the charge for switching service is covered by a through tariff from

point of origin to destination, nor in any case where the charge is absorbed by the railroad or railroads interested, nor shall it apply to interstate commerce.

"(Effective November 1, 1908.)"

It appears that said Rule No. 23 became effective according to the order of this Commission on October 1, 1908, which effective date was continued until November 1, 1908.

It further appears that on October 30, 1908, a bill was filed in the United States Circuit Court against this Commission and others, enjoining said Commission from putting into operation said Rule No. 23, which writ of injunction has been in force and is now in force against this Commission and others.

It further appears to the Commission that from time to time several phases of said Rule No. 23 have been heard and argued before the said United States Circuit Court, but no decision or final determination of said case has ever been reached.

It further appears to the Commission that since said injunction writ was issued and pending the hearing of the same, by general agreement the several railroad companies within the city of Chicago in the Switching District of Chicago, have among themselves agreed upon a switching tariff for said Switching District of Chicago, known as the Lowery Tariff, which tariff was filed with this Commission on August 1, 1911, and without the approval or the disapproval of this Commission, was permitted to go into operation, and that since the filing of said Lowery tariff, the respective railroad companies in said Chicago Switching District have been operating under said Lowery tariff.

It appearing to the Commission that there is an imperative need of a general rule regulating switching, not only in the Chicago Switching District, but throughout the State of Illinois, and it further appearing to the Commission that modification, amendments and changes can now consistently be made in said Rule No. 23, in view of the change in the law and changes in the conditions, the Commission is of the opinion that a rule can now be adopted which will be acceptable to the carriers and the shippers of this State, and the Commission believes that it is in the interest of the public and for the good of the service that a new rule be adopted for the Switching District of Chicago, as well as industrial, connecting line and other switching throughout the State.

The Commission therefore finds, after a full and thorough investigation, that it will be to the interest of all concerned, that said Rule No. 23 be repealed and for naught held, and that steps be at once taken by the Commission for the preparation and adoption of a new rule in regard to said switching.

It is therefore ordered, adjudged and decreed by this Commission that said rule of the Illinois Commissioners' Classification No. 10, known as Rule No. 23, as hereinabove set forth and each and every paragraph and clause thereof, be and the same is hereby repealed and set aside and for naught held from and after this date.

By order of the Commission this 10th day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 593

Illinois Central Railroad Company  
Ex parte

*Application for authority to protect rate on shipment of cinders from Bridgeport to Wildwood, Illinois*

Now on this day comes the Illinois Central Railroad Company and files herein the following application:



"I hand you herewith some papers in a claim of the Acme Steel Goods Co. for alleged overcharge on cinders moved from their plant at Bridgeport to Wildwood, both points being on our Chicago Terminal District.

"We established a rate of \$10 per car on this business effective April 9, 1913, and the shipments covered by these claims moved, one in December, 1912, one in February, 1913, and the other April 4, 1913, all prior to the effective date of our rate of \$10 per car.

"The rate of 76 cents per ton which we have charged on these three shipments is the maximum rate fixed by the Railroad and Warehouse Commission and makes the charges very high for cinders moved between two points on the same terminal district. This matter has already been submitted to the Commission as shown by papers. I take it from your letter of May 10 that the Commission sees no objection to the application of our rate of \$10 per car on these three shipments which moved prior to the effective date of the tariff, and we would like to make such application.

[Signed] "V. D. FORT,  
"Assistant Freight Traffic Manager."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Illinois Central Railroad Company be, and the same is hereby authorized to make settlement on shipments in question on said basis of \$10 per car.

By order of the Commission this 16th day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### Miscellaneous Docket No. 592

Chicago, Burlington & Quincy Railroad Company  
Ex parte

*Application for authority to make reparation account overcharge in weight on shipment of brick from Galesburg to Chicago, Illinois*

Now on this day comes the Chicago, Burlington & Quincy Railroad Company and files herein the following application:

"I enclose papers in claim of the Purington Paving Brick Company, C. B. & Q. No. 580170, covering four carloads of brick from Galesburg to Chicago, Ill.

"At the time these shipments moved, our Tariff No. 3400-B, I. C. C. No. 10261, provided a rate of 4¼ cents per cwt., minimum weight 50,000 pounds. The cars into which these shipments were loaded were of 40,000 pounds capacity. Effective February 15, 1913, in Supplement 14 to our Tariff No. 3400-B, the minimum weight clause was amended so as to provide that where for carrier's convenience a car of less than 50,000 pounds capacity is furnished, the minimum weight would be the marked capacity of the car, but not less than the actual weight. The actual weight of this brick was 42,750 pounds per car. If the Commission will authorize it, we are willing to refund to the Purington Paving Brick Company, \$13.78.

[Signed] "GEO. M. CROSBY,  
"Freight Traffic Manager."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago, Burlington & Quincy Railroad Company be, and the same is hereby authorized to make refund on said shipment in question of \$13.78.

By order of the Commission this 16th day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2055

Railroad and Warehouse Commission, ex rel  
Luenghi Coal Company, et al., Petitioners

v.

Baltimore & Ohio Southwestern Railroad Company, et al., Defendants

*In re suspension of tariff showing 5½ cents advance on coal*

It appearing to the Commission that in the above entitled cause the Interstate Commerce Commission by an order issued March 22, 1913, suspended the tariffs referred to in the petition and original order of this Commission herein, so far as interstate traffic is concerned, and this Commission having entered an order on the 27th day of March, 1913, suspending said tariffs in the State of Illinois until July 30, 1913.

And it further appearing to the Commission that the proceeding before the Interstate Commerce Commission will not be disposed of before the month of October, 1913, and the Commission not desiring to hear said cause until after the disposition of the petition on the same subject matter pending before the Interstate Commerce Commission.

It is therefore ordered, adjudged and decreed by the Commission that said tariffs described in the petition herein and the original order herein be, and the same are hereby suspended until the further order of this Commission. This order effective on and after July 30, 1913.

By order of the Commission this 18th day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 596

Chicago & Alton Railroad Company  
Ex parte

*In re application for authority to protect rate of 9.7 cents per cwt. on shipment of tents, poles, etc., from Springfield to Alton, Illinois*

Now on this day comes the Chicago & Alton Railroad Company and files herein the following application:

"During the month of May, 1913, General F. S. Dickson and the R. H. Armbruster Mfg. Co. tendered to the Chicago & Alton R. R. four carloads of tents, poles, mats, cot pads and pillows consigned to the Grand Army of the Republic, care John McAdams, Alton, Ill. Charges on this movement were assessed on basis of the double first-class rate of 54.2 cents, first-class rate of 27.1 cents and second-class rate of 22.6 cents and third-class rate of 18.8 cents per cwt. as shown in Exhibit No. 1 attached. A carload of tents, poles and pins rated at third-class was returned to point of origin.

"The articles comprising the movement above referred to would collectively form what is known as a chautauqua outfit.

"The rate on chautauqua outfits between Springfield and Alton is 9.7 cents per cwt. minimum weight 20,000 lbs. per Illinois Classification 10-A and C. & A. Tariff 322-A.

"Wherefore, your petitioner prays that the Commission will grant such relief in the premises as the facts and the law may justify.

[Signed] "J. A. BEHRLE,  
"Chief of Tariff Bureau."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago & Alton Railroad Company be, and the same is hereby authorized to make settlement on the shipments in question on said basis of 9.7 cents per cwt., minimum weight 20,000 pounds.

By order of the Commission this 29th day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 597

The Chicago & Alton Railroad Company  
Ex parte

*In re application for authority to protect rate of 85 cents on soft coal from mines on the St. L., I. M. & S. Ry. to White Hall, Illinois*

Now on this day comes the Chicago & Alton Railroad Company and files herein the following application:

"Effective June 6, 1913, Supplement No. 15 to St. L., I. M. & S. Tariff 896-D, there was established a rate of 85 cents on soft coal from mines on the St. L., I. M. & S. Ry. to White Hall, Ill., via East St. Louis, Ill., and Chicago & Alton R. R. Prior to the effective date of this rate the lowest available rate was \$1.02, which was the rate in effect to Pekin, Ill.

"On March 6 and April 14, there was shipped, consigned to the White Hall Ice Co., White Hall, Ill., three cars of coal, aggregate weight 262,000 lbs., on which charges were collected on basis of \$1.02.

"The White Hall Ice Co. have now filed claim with this company, alleging unreasonable rate account of same exceeding 85 cents, which was subsequently established.

"All papers in this claim are attached hereto, and we would be pleased to have your Commission review same with view of granting the necessary authority to make refund, based on the rate of 85 cents.

"This request for relief is concurred in by St. L., I. M. & S. Ry.

[Signed] "J. A. BEIRLE,  
"Chief of Tariff Bureau."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago & Alton Railroad Company be, and the same is hereby authorized to make settlement of said claim on basis of 85 cents on shipments in question.

By order of the Commission this 31st day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 598

The Chicago & Alton Railroad Company  
Ex parte

*In re application for authority to protect rate of 40 cents per net ton on shipment of brick from Alton to Jerseyville, Illinois*

Now on this day comes the Chicago & Alton Railroad Company and files herein the following application:

"In May, 1912, a representative of this company informed the Alton Brick Co. of Alton, Ill., who were figuring on a contract for paving

at Jerseyville, that the rate on brick from Alton to Jerseyville was 40 cents per net ton. The rate at that time and during the period of subsequent movement was 50 cents per ton per Tariffs Nos. 1171 B and C. When the error was detected the shipper was informed of the misquotation, but his bid for the business on basis of the 40 cents rate had already been accepted and contract awarded him.

"Charges on resulting movement of 110 cars, per statement attached were assessed on 50-cent rate, and the shipper is now asking that the Chicago & Alton Railroad make reparation to the extent of 10 cents per ton, the amount involved in the misquotation.

"This company craves permission to make adjustment accordingly.

[Signed] "C. W. GALLIGAN,  
"General Freight Agent."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago & Alton Railroad Company be, and the same is hereby authorized to make settlement on shipments of brick in question on said basis of 40 cents per net ton.

By order of the Commission this 12th day of August, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### Miscellaneous Docket No. 599

Chicago, Rock Island & Pacific Railway Company  
Ex parte

*In re application for authority to protect rate of \$1 per ton on shipment of brick from Chicago Heights to Mathersville, Illinois*

Now on this day comes the Chicago, Rock Island & Pacific Railway Company and files herein the following application:

"On April 24 and 26, 1913, respectively, the National Brick Company shipped from Chicago Heights to Matherville, Ill., two carloads of common building brick, basing their sale on the rate of \$1 per ton, which is the current rate from Chicago Heights to the Mississippi River, whereas our tariff provides a rate of 6¼ cents from Chicago Heights to Matherville.

"The shippers admit that they made a mistake in not looking up the rate, but proceeded on the supposition that by reason of the geographical location of Matherville, the rate was not higher than to the Mississippi River.

"We are disposed to come to the relief of the National Brick Company in this case, by protecting through rate on the basis of \$1 per ton on the two cars referred to, provided your Honorable Commission see no objection and signify approval.

[Signed] "H. A. SNYDER,  
"General Freight Agent."

And the Commission being fully advised in the premises, finds that the request of the railway company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago, Rock Island & Pacific Railway Company be, and the same is hereby authorized to make settlement on shipment of brick in question on said basis of \$1 per ton.

By order of the Commission this 12th day of August, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

## Miscellaneous Docket No. 600

Mobile & Ohio Railroad Company  
Ex parte

*In re application for authority to protect rate of 7.6 cents per cwt. on shipment of beet sugar refuse from Cairo to East St. Louis, Illinois*

Now on this day comes the Mobile and Ohio Railroad Company and files herein the following application:

"I am handing you herewith our entire file covering the movement of a car of beet sugar refuse from Cairo to East St. Louis. As the papers indicate this was delivered to us as refuse molasses but shippers advise it was beet sugar refuse. As the letter from Snyder & Co. indicates, it originated at Fremont, Ohio, and this will no doubt confirm that it was beet sugar refuse.

"This commodity is not classified in the Illinois Classification. Shipment being given to us as refuse molasses we applied the Illinois commissioners ratings, which were fifth class. The exceptions to the Western Classification authorize Class E rates which is equivalent to Illinois commissioners tenth class rates but the Western Classification or the exceptions published by Hosmer are not applicable via our line.

"Please advise if, under the circumstances, we would be authorized to accept tenth-class rates on this shipment applying rate of 7.6 cents per hundred. Undoubtedly the movement is unusual or an extraordinary one.

[Signed] "J. M. DENYVEN,  
"General Freight Agent."

And the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Mobile & Ohio Railroad Company be, and the same is hereby authorized to make settlement on shipment in question on basis of 7.6 cents per hundred.

By order of the Commission this 14th day of August, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

## Miscellaneous Docket No. 604

The Chicago & Alton Railroad Company  
Ex parte

*In re application for authority to protect rate of 50 cents on scrap iron from Coal City to Joliet, Illinois*

Now on this day comes the Chicago & Alton Railroad Company and files herein the following application:

"On May 21, 1913, in Supplement 5¾ to Tariff 1803-A this company published a rate of 50 cents for the transportation of iron or steel scrap, carloads minimum weight 44800 lbs. from Coal City to Joliet, Ill.

"Prior to the effective date of this rate the only legal rate in effect was 75 cents which was the rate in effect on this material from Coal City, Ill., to Joliet, Ill.

"On May 6, 1913, there was shipped by Mr. B. Lipsey, of Coal City, Ill., one carload of scrap iron consigned to M. Goldberg, of Joliet, Ill., on which charges were collected on basis of 75 cents.

"Claim has been filed with this company by Mr. B. Lipsey, in which he alleges that an unreasonable rate was charged in that it exceeded rate of 50 cents which was published subsequent to the movement of the car in question. It is the belief of this company that claim as presented is just and it is therefore desired that your Commission review

the papers in attached claim and if consistent, authorize this company to make refund to the consignor based on a rate of 50 cents.

[Signed] "J. A. BEHRLE,  
"Chief of Tariff Bureau."

And the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago & Alton Railroad Company be, and the same is hereby authorized to make settlement on shipment in question on basis of 50 cents.

By order of the Commission this 2d day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### Miscellaneous Docket No. 605

#### Illinois Central Railroad Company Ex parte

*In re application for authority to protect rate of 1.25 cents per cwt., minimum 80,000 pounds, on shipment of manure from Chicago to Clarke City, Illinois*

Now on this day comes the Illinois Central Railroad Company and files herein the following application:

"Referring to correspondence in June of this year, relative to the matter of rate charged on a car of manure from Chicago to Clarke City, Ill. For convenient reference I am sending you herewith copy of my letter of June 3d, in reply to yours of June 2d, relative to this matter. I am also sending you copy of our company's way-bill 64513 of December 30, 1912, from Chicago to Clarke City covering the shipment referred to in the correspondence.

"The shipment moved prior to February 20, 1913, which was the date on which we established the rate of 1.25 cents per cwt., minimum 80,000 pounds, as applicable to manure, C. L., from Chicago to Clarke City.

"We are willing, if the Commission will sanction our doing so, to settle with the shipper, A. L. Jones Company of Chicago, on the shipment on the basis of this rate.

[Signed] "J. H. CHERRY,  
"Assistant General Freight Agent."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Illinois Central Railroad Company be, and the same is, hereby authorized to make settlement on shipment in question on basis of 1.25 cents per cwt.

By order of the Commission this 2d day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### Miscellaneous Docket No. 606

#### The Wabash Railroad Frederic A. Delano, William K. Bixby, Edward B. Pryor, Receivers Ex parte

*In re application for authority to protect rate of 80 cents per net ton on shipment of two cars of brick from Streator to Piper City, Illinois*

Now on this day comes the Wabash Railroad Company and files herein the following application:

"I herewith hand you claim of the Barr Clay Company, Streator, Ill., for overcharge amounting to \$14.81 on two cars of brick from Streator, Ill., to Piper City, Ill.

"Effective July 3d, Supplement 17 to Wabash C-10207 made rate 80 cents per net ton; however, these two cars moved before rate was put in effect owing to proper advice that rate would be used, not given us in time. We wish to protect rate 80 cents per ton on these shipments, and ask your authority to do so.

[Signed] "W. L. BOWLUS,  
"Division Freight Agent."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Wabash Railroad, Frederic A. Delano, William K. Bixby, Edward B. Pryor, Receivers, be, and the same are, hereby authorized to make settlement on the two cars of brick in question on basis of 80 cents per net ton.

By order of the Commission this 2d day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### Miscellaneous Docket No. 616

#### The Chicago & Alton Railroad Company Ex parte

*In re application for authority to protect rate of 9.7 cents per cwt., minimum 20,000 pounds on chautauqua outfit moved from Springfield to Alton, Illinois*

Now on this day comes the Chicago & Alton Railroad Company and files herein the following application:

"Referring further to the question of rates on chautauqua outfit movement between Springfield and Alton.

"We are now informed that in addition to the shipments on which reparation is made there are involved five car loads on which collection of charges in full has not as yet been made. In accordance with the request of Chairman Sherwood of the Traffic Department of the Alton Board of Trade, we respectfully ask for permission to waive collection of charges above the amount arrived at by use of the chautauqua rate of 9.7 cents per cwt., minimum 20,000 pounds.

[Signed] "J. A. BEHRLE,  
"Chief of Tariff Bureau."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago & Alton Railroad Company be, and the same is, hereby authorized to make settlement on shipments in question on basis of 9.7 cents per cwt.

By order of the Commission this 2d day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

## Miscellaneous Docket No. 617

Chicago, Burlington & Quincy Railroad Company  
Ex parte

*In re application for authority to protect rate of 60 cents per ton on sand from Rockford to LaSalle, Illinois*

Now on this day comes the Chicago, Burlington & Quincy Railroad Company and files herein the following application:

"I enclose copies of billing covering ten cars of sand from Rockford, Ill., to LaSalle, which moved in June and July of this year on the basis of the published rate of 90 cents per ton, and on which we are asked by the State Engineer, Mr. A. N. Johnson, to correct our charges to the basis of 60 cents per ton plus switching charges, if any, as per copy of Mr. Johnson's letter attached. If this is approved by the Commission, it is agreeable to the C., B. & Q.

[Signed] "C. E. SPENS,  
"Assistant Freight Traffic Manager."

And it appearing that such shipments were made at the request of the State Highway Commission for State purposes, and the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago, Burlington & Quincy Railroad Company be, and the same is, hereby authorized to make settlement on shipments of sand in question on basis of 60 cents per ton.

By order of the Commission this 10th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

## Miscellaneous Docket No. 620

Chicago, Rock Island & Pacific Railway Company  
Ex parte

*In re application for authority to protect third class rating on shipment of butterine from Chicago to Peoria, Illinois*

Now on this day comes the Chicago, Rock Island & Pacific Railway Company and makes application for authority to protect third class rating or rate of 22.4 cents on shipment of 142 cases of butterine from Chicago, July 5, 1912, covered by Chicago to Peoria Way-bill No. 545, consigned to Peoria State Hospital, Acme Station, Ill. This butterine was in forms, wrapped with parchment paper and packed in cases; Inspector of Railroads at Peoria interpreted Illinois Commissioners' Classification to read that such a shipment should take second class rating, or rate of 28.9 cents; consignor, Swift & Co., refused to pay second class rating, basing refusal on conference held at Classification meeting of this Commission in May, 1913, when it was agreed that authority would be given to railroad companies to protect class three rating on L. C. L. shipments of butterine in forms wrapped in parchment and packed in cases, made prior to May 14, 1913.

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago, Rock Island & Pacific Railway Company be, and the same is, hereby authorized to make settlement on shipment of butterine in question on basis of third class rating, or rate of 22.4 cents.

By order of the Commission this 16th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.



## Miscellaneous Docket No. 619

The Chicago & Alton Railroad Company  
Ex parte

*In re application for authority to protect rate of 85 cents per ton on coal shipped from Springfield, Illinois, to Lafayette, Illinois*

Now on this day comes the Chicago & Alton Railroad Company and files herein the following application:

"There was published in C. & A. Tariff 1016-F, effective April 6, 1912, a rate of \$1 per net ton for the transportation of lump, egg, nut and mine run (bituminous) coal from Springfield, Ill., to Lafayette, Ill., via Peoria, Ill., and the Chicago, Rock Island & Pacific Ry. This rate exceeded the published rate of 85 cents per net ton in effect to Galva, Ill., to which point Lafayette is directly intermediate on traffic routed via Peoria.

"Effective March 12, 1913, in Supplement No. 5 to C. & A. Tariff No. 1016-F, the rate to Lafayette, Ill., was reduced to 85 cents per net ton.

"During the period, November 11, 1912, to March 10, 1913, the Sharon Coal Company of Peoria, Ill., shipped from Springfield, Ill., to Lafayette, Ill., seven cars of lump coal on which charges were collected on the basis of \$1 per net ton.

"The Sharon Coal Company have filed claim with this company, alleging unreasonable rate in that the rate charged exceeded 85 cents per ton, which was the rate in effect to Galva, Ill., and which was established to Lafayette, Ill., subsequent to the movement of the cars in question.

"It is the belief of this company that the claim as presented is reasonable and just, and it is therefore desired that an order authorizing payment of the claim be entered by the Commission.

[Signed] "C. W. GALLIGAN,  
"General Freight Agent."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago & Alton Railroad Company be, and the same is, hereby authorized to make settlement on shipments of coal in question on basis of 85 cents per net ton.

By order of the Commission this 16th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

## Miscellaneous Docket No. 618

The Wabash Railroad  
Frederic A. Delano, William K. Bixby, Edward B. Pryor, Receivers  
Ex parte

*In re application for authority to protect rate of 5½ cents per net ton on car of cinders from Springfield to Berlin, Illinois*

Now on this day comes the Wabash Railroad, Frederic A. Delano, William K. Bixby, Edward B. Pryor, Receivers, and file herein the following application:

"Please note claim of the Virginia Timber Company, Springfield, Ill., for overcharge amounting to \$6.60 on car cinders from Springfield to Berlin, Ill., August 13, 1913.

"Rate as per Supplement 30 to Wabash Tariff B 10936, effective August 28, 1913, is 54 cents per net ton. With your permission we will apply this rate on the shipment referred to in these papers, C. P. & St. L. car 1891, August 13.

[Signed] "W. L. BOWLUS,  
"Division Freight Agent."

And the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Wabash Railroad, Frederic A. Delano, William K. Bixby, Edward B. Pryor, Receivers, be and the same are hereby authorized to make settlement on shipment of cinders in question on basis of 54 cents per net ton, or total amount of \$6.60.

By order of the Commission this 16th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### Miscellaneous Docket No. 627

Chicago, Burlington & Quincy Railroad Company  
Ex parte

*In re application for authority to protect rate of \$1.50 per ton on nut coal from West Frankfort, Illinois to Morrison, Illinois*

Now on this day comes the Chicago, Burlington & Quincy Railroad Company and files herein the following application:

"Herewith claim submitted by the Buchanan Coal Company, covering two carloads of nut coal from West Frankfort, Ill., to Morrison, Ill., via Sterling, Ill.

"Charges have been assessed on basis of \$1.67 per ton, resulting in a straight overcharge of 1 cent per ton, as the published tariff rates were as follows:

"West Frankfort to Sterling .....	\$1.21 per ton
"(Published in C. B. & Q. Tariff 525-D, I. C. C. 10688, effective October 20, 1912).	
"Sterling to Morrison .....	.45 per ton
"(Illinois Distance Tariff rate for 15 miles, published in C. & N. W. Tariff 13125-A, I. C. C. No. 7279, effective November 1, 1911).	

Through ..... \$1.66 per ton

"We desire authority to refund on basis of \$1.50 per ton, made effective March 20, 1913, in Supplement 13 to C. B. & Q. Tariff 7373-A, I. C. C. 10243, by adding West Frankfort at Group 3 or Herrin rates.

"In explanation, I will say that at the time the shipments moved the rate from Herrin was \$1.50 per ton via Sterling and the C. & N. W. Ry., published in Supplements 10 and 12 to our Tariff 7373-A, effective December 1, 1912, and February 1, 1913, respectively. West Frankfort is in the Herrin District, and usually takes the same rates as apply from Herrin. The failure to include West Frankfort at the Herrin rate is the result of an oversight in not amending the tariff to C. & N. W. points at the time our connection with the Buchanan Coal Company's mine was completed.

"I enclose a statement, in duplicate, showing what is wanted.

[Signed] GEO. H. CROSBY,  
"Freight Traffic Manager."

And the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago, Burlington & Quincy Railroad Company be, and the same is hereby authorized to make settlement on shipment of nut coal in question on basis of \$1.50 per ton, or total amount of \$15.31.

By order of the Commission this 30th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 628

The Chicago & Alton Railroad Company  
Ex parte

*In re application for authority to make absorption of switching at Streator, Illinois, in protection of rate of 50 cents per ton on shipment of brick, car loads, from Streator, to Magnolia, Illinois*

Now on this day comes the Chicago & Alton Railroad Company and files herein the following application:

"The following way-bills cover shipments of brick from the Barr Clay Co., located on the rails of the C. I. & S. and Santa Fé Railroads at Streator, Ill., to Magnolia, a local point on the R. T. & N. Division of the C. & A. R. R., C. N. Tyler, consignee.

	Way-bill.	Date.	Car No. & Initial.
Streator to Magnolia.....	530	10/30/1912	StL&SF 46280
Streator to Magnolia.....	508	10/29/1912	PM 12287
Streator to Magnolia.....	402	10/24/1912	IC 37426
Streator to Magnolia.....	358	9/26/1912	C&A 29904
Streator to Magnolia.....	4	10/ 1/1912	SL&SF 46284

"At the time contract for which this brick was used was awarded we had joint rates with the Santa Fé from Streator to Magnolia via Toluca. We also carried the rate from Streator to Magnolia in our own tariff via the C. & A.; the two routes available made the traffic competitive and naturally carried with it the absorption of switching from the industry to our tracks at Streator.

"Before the movement covered by the contract had been completed, the Santa Fé canceled the rates referred to above, carried in their Tariff 9475-A, leaving the only rate from Streator to Magnolia the one carried in our Tariff 1171-C. \* \* \* In view of the fact that the contractor made his contract in good faith on the theory that the switching would be absorbed, we would respectfully ask for permission to apply the flat rate of 50 cents from Streator to Magnolia via our line, absorbing the switching from the industry to our tracks.

[Signed] "C. W. GALLIGAN,  
"General Freight Agent."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago & Alton Railroad Company be, and the same is, hereby authorized to make settlement on shipment of brick in question on said basis of 50 cents per ton.

By order of the Commission this 30th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

## Miscellaneous Docket No. 629

The Chicago & Alton Railroad Company  
Ex parte

*In re application for authority to protect rate on stock cattle of 75 per cent of fat cattle rate, on shipment of stock cattle from East St. Louis to Berwick, Illinois*

Now on this day comes the Chicago & Alton Railroad Company and files herein the following application:

"During months of July and August, 1912, two cars of stock cattle, as per freight bills attached, were shipped from East St. Louis, Ill., via C. & A. R. R. to Berwick, Ill., via Pekin, Ill., P. Ry. T. Co. and M. & St. L. R. R. That a rate of 11.4 cents per 100 lbs., was assessed on each of these shipments as per M. & St. L. Tariff No. 518-A, which tariff did not carry rule allowing application of 75 per cent of fat cattle rate on stock cattle.

"The Illinois Classification No. 10, at that time provided for 75 per cent of fat cattle rate on stock cattle or feeders and this provision has since been made applicable via the route these shipments moved, in Supplement to M. & St. L. Tariff No. 518-A. It is our desire to apply 75 per cent of 11.5 cents per 100 lbs. (which was the rate applicable per Tariff 518-A, instead of 11.4 cents as collected), on these cars, C. & A. 29109 and C. & A. 29670.

[Signed] "C. W. GALLIGAN,  
"General Freight Agent."

And the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago & Alton Railroad Company be, and the same is hereby authorized to make settlement on said shipment of stock cattle in question on said basis of 75 per cent of fat cattle rate.

By order of the Commission this 30th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

## Miscellaneous Docket No. 631

Illinois Central Railroad Company  
Ex parte

*In re application for authority to protect rate of 5.2 cents per cwt. on car of lumber shipped from Peoria to Mason City, and rate of 4.9 cents per cwt. on car of piling shipped from Pekin to Mason City, Illinois*

Now on this day comes the Illinois Central Railroad Company and files herein the following application:

"Attached are copies of our Freight Auditor's Correction Notices against Mason City, Ill. Station covering the movement of a car of piling from Pekin to Mason City with Waybill T-128 of October 10, 1912, and a car of lumber from Peoria to Mason City with waybill 2184 of October 15, 1912.

"Our distance to Mason City from Peoria is 63 miles, from Pekin 53 miles; and our rates at the time of the movement of the traffic were 6.4 cents and 5.8 cents in accordance with the Illinois Distance Tariff from Peoria and Pekin, respectively.

"The Chicago & Alton distance from Peoria to Mason City is but 36 miles and from Pekin to Mason City 27 miles; and for these distances their rates in accordance with the Illinois Distance Tariff are 5.2 cents and 4.9 cents per cwt., respectively.

"We have, since the movement of the shipments involved, published the Chicago & Alton rates to apply via our line as you will see by referring to Item 704 of Supplement No. 12 to Tariff 6869-D and Item 704½ of Supplement No. 12¾ to the same tariff. Copies of these publications are attached.

"We would like to have the authority of the Commission to apply on the two cars covered by the attached correction notices the rates which were in effect via the Chicago & Alton contemporaneously with the movement of the shipments via our line and which rates have since been published and now apply regularly via our line; that is to say rate of 5.2 cents per cwt. on the car from Peoria to Mason City and 4.9 cents per cwt. on the car from Pekin to Mason City.

[Signed] J. H. CHERRY,

"Assistant General Freight Agent."

And the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Illinois Central Railroad Company be, and the same is hereby authorized to make settlement on car of lumber shipped from Peoria to Mason City on basis of 5.2 cents per cwt. and on car of piling shipped from Pekin to Mason City on basis of 4.9 cents per cwt.

By order of the Commission this 8th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

B. A. ECKHART, *Commissioner*.

J. A. WILLOUGHBY, *Commissioner*.

#### Miscellaneous Docket No. 632

Chicago, Burlington & Quincy Railroad Company

Chicago & Northwestern Railway Company

Ex parte

*In re application for authority to protect rate of \$1.37 per ton on shipment of three carloads of egg coal from West Frankfort to Geneva, Illinois*

Now on this day comes the Chicago, Burlington & Quincy Railroad Company and the Chicago & Northwestern Railway Company and files herein application as follows:

"I enclose papers in claim of the Buchanan Coal Company, No. 72-A, covering three carloads of egg coal from West Frankfort, Ill., to Geneva, Ill., in December, 1912, and January and February, 1913, as per statement of billing attached, wherein it is shown that under the basis claimed, of \$1.37 per ton, there is a refund due of \$12.27.

"Two of the shipments moved via Aurora, Ill., and charges have been assessed at \$1.45 per ton, which is the combination of locals as follows:

	Per ton
"West Frankfort to Aurora .....	\$1.05
"Published in C. B. & Q. Tariff 525-D, effective October 20, 1912).	
"Aurora to Geneva .....	.40
"(Illinois Distance Tariff rate for 9 miles, in C. & N. W. Tariff 13125-A, effective November 1, 1911).	

Through ..... \$1.45

"One shipment moved via West Chicago, and charges have been collected at \$1.47, the combination of locals, as follows:

	Per ton
"West Frankfort to West Chicago .....	\$1.15
"(In C. B. & Q. Tariff 525-D, as above).	
"West Chicago to Geneva .....	.32
"(Illinois Distance Tariff rate for 6 miles, in C. & N. W. 13125-A, as above).	

Through ..... \$1.47

"If authorized by your Commission to do so, we will make refund to basis of \$1.37 per ton, which has been published in Supplement 13 to our Tariff No. 7373-A, effective March 20, 1913, by adding West Frankfort to the Herrin group.

"In explanation, I will say that West Frankfort is ordinarily provided for at the same basis of rates as from Herrin. The rate from Herrin to Geneva at the time these shipments moved was \$1.37 per ton, published in Supplements 10 and 12 to our Tariff No. 7373-A, effective December 1, 1912, and February 1, 1913, respectively.

[Signed] "GEO. H. CROSBY,  
"Freight Traffic Manager.

"The undersigned joins in the foregoing application:

CHICAGO & NORTHWESTERN RAILWAY COMPANY, BY

[Signed] "F. P. FYMAN,

"Its Assistant Freight Traffic Manager."

And the Commission being fully advised in the premises, finds, that the request the respective railroad companies should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago, Burlington & Quincy Railroad Company and the Chicago & Northwestern Railway Company be, and they are hereby authorized to make settlement on the said shipment of three carloads of egg coal from West Frankfort to Geneva, Ill., on said basis of \$1.37 per ton, or total amount of \$12.27.

By order of the Commission this 8th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2107

Railroad and Warehouse Commission, ex rel  
Alton Board of Trade, Petitioner

v.

Illinois Central Railroad Company, Respondent

*In re application for suspension of rate covered by Note 3, Supplement 13,  
to Illinois Central Coal Tariff No. 1794*

This cause coming on for preliminary hearing and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that Supplement No. 13 to Illinois Central Coal Tariff No. 1794, Note 3 of which carries an advance of seven cents per ton on coal from Southern Illinois points to Alton, Ill., be, and the same is hereby suspended until the further order of this Commission.

By order of the Commission this 14th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 634

Illinois Northern Railway  
Ex parte

*In re application for authority to protect rate of two cents per hundred pounds on shipment of nineteen cars of pitch, moved from Chicago to Dalton, Illinois*

Now on this day comes the Illinois Northern Railway and files herein the following application:

"By reference to attached it is shown that nineteen cars containing pitch were shipped between July 6 and November 29, 1911, by the

Barrett Manufacturing Company, located in Chicago on the Illinois Northern Railway, to the Chicago Milling Company, Dalton, Ill., via Illinois Northern, C. B. & Q. and Chicago Belt Railways.

"The point of origin and destination are located in the territory covered by Agent Lowrey's Tariff 21 series and the billing clerk inadvertently applied the so-called three-line rate, or two cents per hundred pounds to these shipments. It is a fact that this basis was agreed to and divisions for same published but this tariff itself was not amended, consequently the Illinois Northern Railway issued amended billing applying combined local rates of the three carrying roads. On payment of supplementary bills for additional charges the shippers refused payment and suggested we petition you for relief.

"Wherefore, your petitioner prays that the Commission will \* \* \* make such an order and grant such relief in the premises as the facts and the law may justify.

[Signed] "A. G. HUCKIN, *Secretary.*"

And the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Illinois Northern Railway be, and the same is hereby authorized to make settlement on shipment of nineteen cars of pitch in question on said basis of two cents per hundred pounds.

By order of the Commission this 21st day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*  
B. A. ECKHART, *Commissioner,*  
J. A. WILLOUGHBY, *Commissioner.*

#### Miscellaneous Docket No. 633

#### Mobile & Ohio Railroad Company Ex parte

*In re application for authority to protect rate of 10 cents per cwt. on shipment of cottonseed meal moved from Cairo to Chicago, Illinois*

Now on this day comes the Mobile & Ohio Railroad Company and makes application for authority to protect rate of ten cents per hundred pounds on shipment of cottonseed meal moved from Cairo to Chicago, Ill., during March and February, 1912. At time of movement petitioner had no through rate in effect and freight was charged on combination rates via East St. Louis. On account of flood conditions at Cairo, said shipments were moved via the Mobile & Ohio Railroad to East St. Louis and thence to Chicago via the Wabash Railroad and charge of thirteen cents per hundred pounds made, while the Illinois Central Railroad Company had in effect a rate of ten cents per hundred pounds. The petitioner therefore makes the following application:

"We hereby respectfully petition the Illinois Railroad and Warehouse Commission for authority to settle this claim by applying same through rate as was available at the time of shipment via the Illinois Central Railroad, which rate has now been established via the Mobile & Ohio Railroad and its connections."

And the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Mobile & Ohio Railroad Company be, and the same is hereby authorized to make settlement on shipment of four cars in question on said basis of ten cents per hundred pounds.

By order of the Commission this 21st day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*  
B. A. ECKHART, *Commissioner,*  
J. A. WILLOUGHBY, *Commissioner.*

## Miscellaneous Docket No. 635

William J. Jackson and Edwin W. Winter, Receivers  
Chicago & Eastern Illinois Railroad  
Ex parte

*In re application for authority to protect rate of 18 cents per cwt. on shipment of nine cars of black powder moved from Fayville to Sparta, Percy and Willisville, Illinois*

Now on this day come William J. Jackson and Edwin W. Winter, Receivers, Chicago & Eastern Illinois Railroad and file herein the following application:

"During period May 13, 1907, to June 4, 1908, there was nine car-loads black powder shipped from Fayville, Ill., to Sparta, Percy and Willisville, Ill., via Tamms and M. & O. R. R. via which route no through rates were in effect. Charges were assessed on basis of the sum of the local rates 15.4 cents per cwt., Fayville to Tamms and 30.6 cents per cwt. Tamms to destination, making through rate of 45.6 cents per cwt.

"At same time there was in effect a through rate of 18 cents per cwt., Fayville, Ill. to Sparta, Ill. as carried in C. & E. I. Tariff 46-A, I. C. C. 2172, effective March 18, 1907 via Salem and Illinois Southern via which route distance is 177 miles against 90 miles via M. & O., route traveled. Percy and Willisville, Ill. being intermediate to Sparta, rate to these points should not be higher than rate to Sparta, Ill.

"Subsequent to date of movement, C. & E. I. published in Supplement 18 to C. & E. I. Tariff 46-A, I. C. C. 2172, effective July 24, 1908, a rate of 18 cents per cwt. Minimum of 20,000 pounds on black powder from Fayville, Ill. to Sparta, Percy and Willisville, Ill. applying via M. & O. R. R. We, therefore, respectfully request that the C. & E. I. and the M. & O. R. R. (who concur in this petition) be allowed to apply the rates subsequently published via M. & O. R. R. on the nine cars mentioned in this petition, moving prior to date of such publication on account of the facts showing the rate charged was excessive and that we be allowed to refund \$452.01 overcharge per detailed statement attached to the Miama Powder Co., 7 South Dearborn Street, Chicago, Ill.

[Signed] T. O. JENNINGS,  
"General Freight Agent."

And the Commission being fully advised in the premises, finds, that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said William J. Jackson and Edwin W. Winter, Receivers, Chicago & Eastern Illinois Railroad be, and the same are hereby authorized to make settlement on said nine cars of black powder on said basis of 18 cents per cwt., or total of \$452.01.

By order of the Commission this 21st day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 636

*In the matter of the application of the Chicago, Burlington & Quincy R. R. Company for permission to waive collection of certain charges improperly made against the Conkey Sand Company*

Now on this day comes the Chicago, Burlington & Quincy Railroad Company and files herein the following letter and application for authority to prevent collection of certain accounts stated in said letter, which letter is in the words and figures following:



"CHICAGO, ILL., October 31, 1913

File  
Complaint before State Railroad Commission  
Illinois

"Mr. Wm. Kilpatrick, Secretary, Railroad and Warehouse Commission,  
Springfield, Illinois.

"DEAR SIR: Referring to enclosed claims covering eight cars of gravel shipped by the H. D. Conkey Sand & Gravel Company, Mendota, Ill., from Yorkville to Sterling:

"Prior to May 1, 1913, our tariff made the minimum weight the capacity of the car, but on May 1 we changed the minimum to 90 per cent of the marked capacity of the car, because we found that we were having trouble with cars being overloaded, as well as underloaded, from points where no scales were located.

"I would like to ask if, under the conditions recited in this file of papers, the Commission will authorize us to waive collection of the balance due by the Conkey Sand Company, on basis of the published minimum weight. We appreciate that while we are under obligations to collect on basis of the minimum provided by the tariff, it would in reality work a hardship on the Conkey Sand Company, a condition which we have remedied in amending the tariff to make the minimum 90 per cent of the marked capacity of the cars.

"On receipt of your authority to waive collection, our Accounting Department will be instructed to let the matter drop.

[Signed] "GEO. H. CROSEY,

"Freight Traffic Manager."

And the Commission having investigated the facts set forth in the documents attached to such letter, being the files of the Chicago, Burlington & Quincy R. R. Company, and being fully advised in the premises, find that the said charge referred to in said letter was improperly made and should be refunded to said Conkey Sand Company.

It is therefore ordered, adjudged and decreed that the Chicago, Burlington & Quincy Railroad Company be, and they are hereby authorized to waive the collection of such account and strike said claim from the files of their office.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*.

No. 2086

Railroad and Warehouse Commission

v.

Aurora, Elgin & Chicago R. R. Co.

*In the matter of the complaint of the physical condition of the Aurora,  
Elgin & Chicago R. R. Co.'s track and equipment*

This is a proceeding by citation issued by this Commission based upon certain charges and complaints made to the Commission at its Chicago meeting on July 10, 1913; immediately after such complaint was made—on July 10, 1913, the Commission instructed its engineer to make an examination of the Aurora, Elgin & Chicago Railroad and make report of his findings to the Commission. On July 16, 1913, such engineer made a report to this Commission. On account of the absence of persons interested in the complaint herein and in the investigation made of said road this cause was continued from time to time until the October meeting, 1913, of this Commission at which time the respective parties appeared and

a hearing upon said citation was heard and argued and taken under consideration by the Commission.

Under the direction of this Commission its Consulting Engineer on the 15th day of July made an inspection of the equipment and roadbed of the Aurora, Elgin & Chicago R. R. Company between Wheaton and Chicago and as a result of this inspection made the following report on July 16, 1913, to this Commission:

"1. That part of the line extending from Wheaton to Chicago is a part of the third rail division and equipped with a double track road. At Chicago the line ends at Fifty-second Avenue where it connects with the tracks of the Metropolitan West Side Elevated Ry. Co. The road was constructed during the year of 1901, and placed in operation during the year of 1902.

"2. In regard to equipment, the company has in service fifty passenger cars, including two dining cars. All are motor cars, except four. The dimensions of these cars are 8 feet 8 inches in width and vary in length from 47 feet 10 inches to 53 feet 0 inches. The wheel base of each truck varies from 6 feet 2 inches to 6 feet 6 inches; most of them measure 6 feet 6 inches. From center to center of the trucks the measurements vary from 32 inches to 34 inches. All trucks are equipped with rolled and forged steel wheels of the M.C.B. standard, and are supposed to be the best that can be bought. Each of the motor cars weigh from 78,000 to 80,000 pounds.

"There are four cars numbered 101, 103, 105 and 107 which are not equipped as motors; these cars are considerably lighter than the others and used only as trailers during the morning and evening hours.

"3. The shops of the company are located at Wheaton. In my investigation of the mechanical department, I was accompanied by Master Mechanic E. P. Doyle, and General Superintendent of Transportation C. J. Jones. In this department I found there are fourteen car inspectors, with the location of inspectors at the shops, and at the various terminals each car receives an inspection on an average of once in every three hours during the day. At each terminal the cars are thoroughly swept, and in doing this work a disinfectant is always used.

"4. Each night every car receives the customary inspection.

"5. After a car has run 750 miles it receives a general inspection and is made the subject of a special report to the Master Mechanic.

"6. Twice a year the seats and inside furnishing are taken out of every car, and the seats and inside of the cars are thoroughly washed and renovated; at the same time when this is done the floors are painted.

"7. About once in every eighteen months after a car has been thoroughly renovated it is given a new coat of varnish on the inside and painted on the outside if necessary.

"8. When a car has run from 75,000 to 80,000 miles, it receives a thorough overhauling; this includes new wheels and such extensive rehabilitation as will put the car in first-class condition. Such cars as require it, especially those of the older type, the inside finishings are pulled off and the car reinforced with steel ribs and plates; this is done for the purpose of adding strength in resisting shock.

"9. The tracks are laid with 60 feet 80 pounds steel rails, fastened with four hole angle bars with nuts on the inside, laid during the year of 1901 when the road was constructed. All switches and frogs appear to be of the best material obtainable. Except a small portion of track on sharp curvature near Fifty-second Avenue connection in Chicago the rails show very little wear and are still in good condition.

"White oak ties only are used in curves. Although there are stretches of track on tangents in which oak ties are used entirely; it is the aim of the company to use only cedar ties on tangents with a 9-foot oak tie every 10 feet. This 9-foot tie is inserted, primarily, for fastening brackets used in supporting the third rail conductor. Although the company have inserted between 3,000 and 4,000 new ties since last spring, they still have several more to place in the track. The ties, as I found them, are in good condition. I found very few places where the track was out of gauge.

"10. Trains on this road are made up of one, two, three and four cars. Owing to the length of cars, which are much shorter than cars ordinarily in use on steam roads, and the short length of trains, there is naturally much more oscillation in the movement of trains over the road. In my ride over the road it was in a two-car train, and I found considerable oscillation, which was due, in my judgment, primarily, to the condition of the track with respect to surface and alignment. My examination of the equipment and roadway indicated nothing which could be considered unsafe. With the track in its present condition, there are a few places between Chicago and Wheaton where the oscillation could be materially reduced if the motorman took a little more time and were more careful in running over the uneven spots in the road.

"11. Between Chicago and Wheaton the records of the company show that they have five section gangs. These gangs, at the present time contain forty-one men, exclusive of the foreman. They pay their section men at the rate of \$1.70 per day. All of these section gangs, except one, I found cutting weeds on the right-of-way, and my understanding is, that they have been at this work for the past two weeks, and it is expected that the weed cutting will be finished in two days' time, when all of the men will be placed again on the track.

"12. I have been informed by the officials of the Aurora, Elgin & Chicago Ry. Co. that they had considerable difficulty in securing section men last season; for this reason a considerable portion of the track went into winter use with less work accomplished in the way of repairs than contemplated.

"13. Originally the line was ballasted with gravel 6 inches under the ties. With the use of cinders averaging about three cars per week, the track is being lifted out to face from time to time.

"14. There are about fifty-five trains scheduled daily each way between Chicago and Wheaton. The local trains are scheduled at the rate of 28.4 miles per hour and exclusive of stops, estimated at the rate of 35.4 miles per hour. The limited trains are scheduled at the rate of 40.5 miles per hour and exclusive of stops estimated at the rate of 43.6 miles per hour. There are many times, however, when the trains between the stations make as high as 50 miles per hour.

"15. Mr. Jones, Superintendent of Transportation, who also has charge of the maintenance, is apparently making every effort to maintain and operate the road as safely as possible. They have in their service now a man who does nothing but look up labor to supply their section gangs.

"While I would not consider their roadway or their equipment in an unsafe condition, I do think that their present force of men should be doubled—at least, to the end that the track can be placed in better surface and alignment. I estimate that, approximately, 60 per cent of the track between Wheaton and Chicago is in need of immediate attention. Timidity of patrons who are not always conversant with the actual conditions, together with the swaying and oscillation of the cars tends to create a feeling that the road is unsafe, and the company should make every effort to not only dispel this feeling, but should so

maintain the alignment and surface of its tracks as to make the riding more comfortable. It is necessary for this company to make use of more ballast and plenty of men in order to place these tracks in the best possible condition, and this should be done at the earliest moment possible. Unless this is done at once, it may be necessary to rearrange the schedule of their trains as to rate of speed, which would not only inconvenience their patrons but also cause great embarrassment to the road as well.

[Signed] "F. G. EWALD,  
"Consulting Engineer."

Inasmuch as one of the complaints made to the Commission was that the road was unsafe and dangerous to passenger traffic and had been so, the Commission requested its Assistant Consulting Engineer to make a compilation of the accident statistics of the Aurora, Elgin & Chicago Railroad Company for their information, and on August 6, 1913, the Commission received from its Assistant Consulting Engineer the following report:

"In compliance with your verbal request made some two weeks ago, I have made a compilation of the accident statistics of the Aurora, Elgin & Chicago R. R. Co. from the time their first annual report was made to the Commission in 1903 to 1912.

"When this tabulation was started, an endeavor was made to show how many passengers and employees had been injured in accidents due to defective track or equipment, and in a measure this information was secured from 1903 to 1908, inclusive, but since 1908, another form has been used for annual reports to the Commission, in which detailed information as to the cause of the injuries is not given.

"During this period of six years, the A. E. & C. R. R. Co. reported 3 passengers injured and 2 employees injured through derailments, not a passenger or employee having been killed during this period from such cause.

"In the absence of detailed information in latter years, a tabulation has been made of all passengers and employees injured or killed during the ten years, whatever the cause. The statistics also show the total number of passengers carried and the total car mileage for each year. The same statistics have been worked for all electric roads, so that a comparison may be made of the general safety conditions on this road as compared with all the roads in the State, having similar traffic.

"This table shows that during ten years, on the A. E. & C. R. R., over 78 million passengers were carried, and that the total car mileage was nearly 39 million. In this period 3 passengers were killed and 174 were injured. Per million passengers carried, .04 were killed and 2.2 were injured. Four million car miles, 0.07 passengers were killed and 4.5 passengers were injured.

"During the same ten years, all the electric lines in Illinois carried over 2,004 million passengers, with a total car mileage of nearly 590 million. During this period, 118 passengers were killed and 4,029 passengers were injured. Per million passengers carried, .06 were killed and 2.0 were injured. Per million car miles, .2 passengers were killed and 6.8 were injured.

"Totaling the killed and injured on the A. E. & C. R. R. Co., 2.26 passengers were injured or killed per million carried, and 4.55 passengers were injured or killed per million car miles.

"Totaling the killed and injured on all electric lines, 2.07 passengers were injured or killed per million carried, and 7.03 passengers were injured or killed per million car miles.

"In short, the A. E. & C. R. R. Co. had injured or killed .19 per million carried more than the average of all the electric lines of the State, and 2.48 less injured or killed per million car miles than the average of all the electric lines in the State.

"Attached are two sheets of tabulation from which these figures are taken.

[Signed] "W. A. VAN HOOK,  
"Assistant Engineer."

## RAILROAD AND WAREHOUSE COMMISSION, STATE OF ILLINOIS

CHICAGO, ILL., August 5, 1913

*Passenger Traffic and Accident Statistics, 1903-12, Aurora, Elgin & Chicago Railroad Co.*

Year	Mileage—		Passengers carried	Passenger car miles
	Owned	Track rights		
1903.....	54.49	.....	947,629	981,456
1904.....	57.00	.....	1,591,208	2,021,233
1905.....	57.00	6.50	1,702,163	2,217,747
1906.....	119.34	6.50	3,472,326	2,889,148
1907.....	119.34	6.50	10,380,546	4,679,771
1908.....	119.34	6.50	10,563,273	4,685,292
1909.....	119.34	6.50	10,828,381	4,935,128
1910.....	128.70	6.50	11,796,589	5,256,222
1911.....	130.14	6.50	13,094,547	5,496,587
1912.....	130.14	6.50	14,181,124	5,721,071

	Year											
	1903		1904		1905		1906		1907		1908	
	Killed	Injured	Killed	Injured	Killed	Injured	Killed	Injured	Killed	Injured	Killed	Injured
In derailments—												
Passengers.....	..	..	..	..	..	2	1	..	..	..	*	*
Employees.....	..	..	..	..	..	1	1	..	..	..	*	*
From all causes—												
Passengers.....	..	3	..	2	..	9	10	1	2	..	8	1
Employees.....	1	..	..	2	..	1	5	2	1	1	3	13
Total.....	1	3	..	4	1	11	15	3	3	1	11	2
											41	3
											48	33
											2	43

\* No statistics.

*Passengers Injured or Killed, from All Causes*

Year	Per million passengers carried		Per million car miles	
	Killed	Injured	Killed	Injured
1903.....	.....	3.5	.....	3.0
1904.....	.....	1.3	.....	1.0
1905.....	.....	5.3	.....	4.0
1906.....	.....	2.9	.....	3.5
1907.....	0.1	0.2	0.2	0.4
1908.....	.....	0.8	.....	1.7
1909.....	0.1	2.8	0.2	5.7
1910.....	0.1	3.7	0.2	7.0
1911.....	.....	2.1	.....	5.1
1912.....	.....	2.6	.....	6.5

*Passenger Traffic and Accident Statistics, 1903-12- Electric Lines*

Year	Passengers		Passengers carried	Passenger car miles	Passengers per million			
	Killed	Injured			Carried		Car miles	
					Killed	Injured	Killed	Injured
1903.....	5	241	135,163,730	37,798,808	.04	1.8	.13	6.4
1904.....	8	279	151,308,786	41,778,023	.05	1.8	.19	6.7
1905.....	3	335	162,549,035	47,158,959	.01	2.1	.06	7.1
1906.....	7	306	183,650,797	51,688,645	.04	1.7	.14	5.9
1907.....	19	478	197,781,911	55,786,184	.10	2.4	.34	8.6
1908.....	29	536	210,516,171	62,599,531	.14	2.5	.46	8.6
1909.....	6	417	253,494,573	75,636,546	.02	1.7	.08	5.5
1910.....	6	330	226,869,515	69,790,655	.03	1.5	.09	4.7
1911.....	34	499	239,490,181	73,241,728	.14	2.1	.47	6.8
1912.....	1	608	243,768,649	74,285,717	.004	2.5	.01	8.2
Ten years...	118	4,029	2,004,593,348	589,764,796	.06	2.0	.20	6.8
A., E. & C. R. R. ten years.....	3	174	78,557,786	38,883,955	.04	2.2	.07	4.5

After the hearing on October 14 before the Commission, the Commission again directed its Consulting Engineer to make an examination of the roadbed and equipment of the said Aurora, Elgin & Chicago R. R. Company and report his findings to this Commission. On November 3, 1913, the Commission received from its Consulting Engineer the following report:

"Acting under your instructions I made two more inspections of the Aurora, Elgin & Chicago R. R. between Fifty-second Avenue, Chicago and Wheaton, a distance of 18.9 miles. On October 23 I made an inspection of the roadway between these points.

"In my report dated July 16, I stated that the main tracks were laid with 60 feet 80 pound steel rails. This is true with the exception of the track on the Chicago end of the line which has been relaid with 30 foot rails of the same weight on all sharp curves. All of these rails, the 60 foot lengths as well as the 30 foot lengths, are of the A.S.C.E. section.

"In my report of July 16, I stated that the ties in the track as I found them, were in good condition. This statement still applies, except in so far as additional tie renewals has improved the general condition.

"I have before me the A. E. & C. R. R. Company's record of tie renewals for the calendar year for 1913 up to November 1. This statement shows a total of 17,966 ties inserted as follows:

April .....	5,663
May .....	3,674
June .....	1,271
July .....	2,116
August .....	2,404
September .....	2,021
October .....	817
Total .....	17,966

"On the basis of 2,816 ties per mile, which is the number used on this road, it shows for the calendar year of 1913 to November 1, 16 per cent of the renewals as compared with 11.5 per cent of the tie renewals by all of the steam roads in the State for the year ending June 30, 1912.

"It is not out of place to here state that so far as the general condition of the ties and track rails were concerned at the time I made an inspection of this road on July 15, no unsafe condition of the track was apparent.

"On October 23 I rode out to Wheaton on a two-car train, and my return trip was made on a two-car train. In each case there were times when the train traveled at a speed as high as fifty miles per hour, and at no time was there very much oscillation. I found material improvement in the surface and the alignment of the tracks since the inspection made on July 15. There still remains, however, about one mile of double track between Fifty-second Avenue and Forest Park which will require some work, particularly, with respect to surfacing. A large extra gang is now at work on this section, and no doubt the condition referred to will be very much improved in a short time.

"Today I made a personal inspection of the railroad company's equipment as I found it at the Fifth Avenue terminal in Chicago. At 9:25 A.M. I found the following equipment:

"A limited train composed of cars No. 303 and 101; windows clean and floors fairly clean, with exception of a few scattered papers.

"Train composed of cars No. 201 and 32; car No. 201 was clean, and car No. 32 was being swept out at the time.

"Train composed of cars No. 20 and 28; floors of both cars fairly clean as they arrived at the station; windows also were fairly clean, and those of car No. 20 were being polished.

"An Elgin train composed of cars No. 310 and No. 305 ready to leave the station at 9:30 A.M.; both cars were absolutely clean.

"An Aurora local train composed of car No. 20 was about ready to leave the terminal and it was found absolutely clean.

"At 10:35 A.M. I again visited the Chicago terminal and submit herewith report as to the following trains:

"Elgin local composed of cars No. 304 and No. 34; windows were clean and very little litter was found on the floors.

"Train composed of cars No. 44 and No. 312; windows were clean and very little dirt on the floors, except in the smoking compartment of one car. Notwithstanding the fact that this compartment was provided with cuspidors, some of the patrons who occupied the compartment expectorated some tobacco juice on the floor and scattered their cigar stumps.

"Train composed of cars No. 38 and No. 311; this train was about ready to leave the terminal and both cars were found to be absolutely clean.

"In all cases which came under my observation I found that disinfectant was used each time a car was swept. Apparently the same amount of maintenance was given the equipment, as obtained when I made my inspection on July 15. I have never been in any of the cars operated by the Aurora, Elgin & Chicago R. R. Co., when I found any unusual conditions with respect to the sanitary conditions.

"In my report of July 16, I stated then, there was no indication of unsafe conditions connected with the roadway or the equipment in use. This statement still holds good, with this difference, in respect to alignment and surface of the tracks there has been a very great improvement.

[Signed] "F. G. EWALD,  
"Consulting Engineer."

In addition to the above investigation and inspections—on November 5 Commissioners Berry and Eckhart also made a personal inspection and investigation of the roadbed and equipment of said road, and in order to make same took a regular train from Chicago station at two o'clock of said day and continued on said train, stopping at depots along the way and examining the track continuously to Wheaton. The Commission then walked part way back and returned over the line on regular train late in the evening of same day. After careful examination of the roadbed and equipment by us at this time, the Commission in a large measure concur with the reports of their Consulting Engineer. It was manifest to the Commission that considerable work had been done recently upon the road and was being done, there being several good sized gangs of men at work at several places between Chicago and Wheaton. It was noticed that a large number

of new ties were being placed and that at the present time the track of said road is in very good condition.

One of the complaints made was that the road was very rough and that at times it was difficult to remain seated while the cars are in motion. It should not be forgotten that the equipment of an electric road is very much different from the equipment of a steam road, and that the power is put upon the car practically in the center of it, and in the very nature of the case makes the car much more unsteady than cars in trains on steam roads. It should also be remembered that but few of the trains on electric roads are composed of more than one or two cars, which is another reason composed for their being much more unsteady than trains on steam roads which are composed of a greater number of cars which are also much heavier and larger. The Commission found all cars upon which they rode, and the other cars which they inspected are on an average with cars used by similar roads, and the sanitary condition of cars examined by the Commission was above the average.

The depots, with a few exceptions, were very well kept. There are a few exceptions on the line which should be improved, to which the attention of the management has been called.

The Commission noticed with regret that near the Chicago end of the line there are some sharp curves which, if possible, should be eliminated at an early date. The Commission also examined the schedule of the running time for said trains; while the time is not in excess as scheduled, both the train out from Chicago and the one returning at times runs very fast, in the judgment of the Commission, approaching seventy miles an hour. The Commission is of the opinion that the management is permitting its motormen to run their trains too fast and the principal danger on this road, so far as ascertained by this Commission, is not in the track or its equipment, but in the speed at which its trains are run; and the Commission directs that its management shall give orders to its motormen that they shall at no time exceed fifty (50) miles per hour; that is about ten miles in excess of the scheduled time.

The Commission finds that there is a small portion of the road near Chicago that needs some further improvements, which are being made, and desires to direct that they shall be completed at once.

It is no doubt true as charged, that on certain occasions the cars on this road are crowded possibly beyond their seating capacity, making it inconvenient, but that is true upon every electric as well as every steam road and street railway at times, and railroads should not be required to furnish more than sufficient equipment for the average travel from day to day.

From the investigations made by the Commission and inquiries made of the patrons along the road, the Commission is of the opinion that the Aurora, Elgin & Chicago Railroad Company has a reasonably safe track, average equipment and is rendering reasonably good service to the public. The Commission reserves jurisdiction of the subject matter and parties in interest for the purpose of making any further order in the future that may be necessary to be made. But upon the findings herein the Commission does not desire at this time to make any order.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*.

No. 637

*In the matter of rate adjustment on rock sulphur, car loads, from DePue, Illinois, to Chicago*

Now on this day comes M. A. Patterson, A.G.F.A., Rock Island Lines, State of Illinois, and files herein his petition for authority to adjust claim on a basis set forth in said petition, which petition is in the following words and figures, to-wit:



"CHICAGO, ILL., October 31, 1913.

*Rate Adjustment—Rock Sulphur, C. L., DePue, Ill., to Chicago, Ill.*  
*"Mr. William Kilpatrick, Secretary, Illinois Commission, Springfield, Ill.*

"DEAR SIR: I enclose herewith my entire file of correspondence, which you will observe involves a claim of the General Chemical Co., for protection of rate of 90 cents per ton on Rock Sulphur, C. L., from DePue, Ill., to Hegewisch, Ill. It is a fact that at the time the shipments moved the legal rate applicable was 8.8 cents per 100 pounds, while Agent Hosmer's Tariff No. 509-A, I. C. No. A-367, provided for a rate of 90 cents per ton from LaSalle and Oglesby, Ill., to Grasselli, Ind. Mr. Hosmer has been requested to amend his tariff to provide for application of the same rate from DePue, making same applicable to Chicago, which will include Grasselli and Hegewisch, as well as the other points in the Chicago Switching District.

"These papers, together with the facts recited above, are submitted coupled with request that you issue authority for our company to adjust the claim on basis of 90 cent rate, which request I trust will meet with the concurrence and pleasure of the Commission.

"I will be obliged.

Yours very truly,

[Signed] "M. A. PATTERSON."

The Commission being fully advised in the premises, it is therefore ordered, adjudged and decreed that the said petitioner hereinabove named be and it is hereby authorized to adjust the claim referred to in said petition on the basis of 90 cent rate, and this shall be authority for such adjustment.

By order of the Commission this 7th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
 B. A. ECKHART, *Commissioner*.

No. 2111

# Railroad and Warehouse Commission

v.

Illinois Central Railroad Company  
 Chicago & Eastern Illinois Railroad Co.  
 Toledo, St. Louis & Western  
 Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co.  
 Baltimore & Ohio Southwestern R. R.  
 Minneapolis & St. Louis Railroad  
 Wabash Railroad Company  
 Baltimore & Ohio Chicago Terminal R. R. Co.  
 Chicago, Rock Island & Pacific Railway  
 Chicago, Burlington & Quincy Railroad Co.  
 Louisville & Nashville R. R. Co.  
 Elgin, Joliet & Eastern Railway Co.  
 Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.  
 Chicago & Alton Railroad Co.  
 Mobile & Ohio Railroad Company  
 Chicago Great Western Railroad Co.  
 Chicago, Milwaukee & St. Paul Railway Co.  
 Vandalla Railroad Company  
 Chicago & North Western Railway Co.  
 Erie Railroad Company  
 Grand Trunk Railway System  
 Chicago, Peoria & St. Louis Railway Co.  
 Indiana Harbor Belt Railroad Co.

Chicago, Milwaukee & Gary Railway Co.  
 Lake Shore & Michigan Southern Railway Co.  
 Toledo, Peoria & Western Railway Co.  
 Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.  
 Chicago & Illinois Midland Railway Co.  
 Chicago, Terre Haute & Southeastern Ry. Co.  
 Lake Erie & Western Railroad Co.  
 W. H. Hosmer, Agent, Illinois Freight Committee  
 Atchison, Topeka & Santa Fé Ry. Co.  
 Chicago, Indiana & Southern R. R. Co.  
 Illinois Southern Railway Co.  
 Illinois Terminal Railroad Co.  
 Litchfield & Madison Railway Co.  
 Southern Railway Company  
 St. Louis, Iron Mountain & Southern Ry. Co.  
 St. Louis, Troy & Eastern Railroad Co.  
 St. Louis & O'Fallon Railway Co.  
 Wabash, Chester & Western R. R. Co.  
 Rock Island, Southern Railway System  
 Chicago, Ottawa & Peoria Ry. Co.  
 Illinois Traction System  
 Cincinnati, Hamilton & Dayton Ry. Co.

*In the matter of the suspension of tariffs filed with this Commission 5 per cent advance on class and commodity rates effective November 15, 1913, and November 28, 1913, and other dates, and all tariffs making such tariffs making such advance issued by any railroad company in this State whether filed with this Commission or not*

This cause coming on for preliminary hearing, and the Commission being fully advised in the premises, and after careful investigation thereof.

It is therefore ordered, adjudged and decreed by the Commission that the tariffs and supplements filed with this Commission by the several defendant roads hereinabove named, which tariffs carry an advance in class and commodity rates based upon a 5 per cent increase on the present rates now charged by such defendant railroads, which tariffs become effective—some on November 15, 1913, some on November 28, 1913, and others during the months of November and December, 1913, be and each of said tariffs is hereby suspended until March 12, 1914.

It is further ordered by the Commission that the said 5 per cent increase in any tariff now issued, whether the same be filed with this Commission or not, be and is hereby suspended until March 12, 1914.

By order of the Commission this 12th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
 RICH. YATES, *Commissioner*.

#### Miscellaneous Docket No. 641

Toledo, St. Louis & Western Railroad Company  
 Ex parte

*In re application for authority to protect certain rates on shipments of straw*

Now on this day comes the Toledo, St. Louis & Western Railroad Company and files herein the following application:

"That it transported for the Alton Boxboard & Paper Co., shipments of straw from points on its line in Illinois, to Alton, Ill., in connection

with the Illinois Terminal Railroad via Edwardsville, as specifically described and referred to below:

Date	Number	Initial	Origin	Rate
Jan. 3, 1913	6811	C. C. C. & St. L.	Oakland, Ill.	\$14 00
Jan. 3, 1913	80819	B. & O.	Oakland, Ill.	14 00
Dec. 24, 1912	19022	Wab.	Metcalfe, Ill.	14 00
Dec. 30, 1912	19287	I. C.	Metcalfe, Ill.	14 00
Dec. 30, 1912	128504	G. T.	Metcalfe, Ill.	14 00
Jan. 10, 1913	1507	Ala. Nor.	Metcalfe, Ill.	14 00
Jan. 10, 1913	10266	I. C.	Metcalfe, Ill.	14 00
Jan. 14, 1913	81283	B. & O.	Metcalfe, Ill.	14 00
Jan. 15, 1913	81358	B. & O.	Metcalfe, Ill.	14 00
Jan. 24, 1913	120295	St. L. S. F.	Metcalfe, Ill.	18 18
Feb. 8, 1913	4928	G. S. & F.	Metcalfe, Ill.	14 00
Feb. 13, 1912	42985	I. C.	Oakland, Ill.	14 00
Feb. 12, 1913	2038	M. & N. A.	Oakland, Ill.	14 00
Feb. 27, 1913	20204	K. C. S.	Metcalfe, Ill.	19 50
Jan. 30, 1913	68350	Wab.	Glen Carbon, Ill.	10 00
Feb. 6, 1913	16403	P. & R.	Glen Carbon, Ill.	10 00

"Second—That the rates assessed on the shipments were as published in Tariff No. 1751-A, Supplement No. 7, effective December 17, 1912, and on file with your Commission.

"Third—Your petitioner further shows that:

"Prior to the issuance of Supplement No. 7, above referred to, and prior to December 17, 1912, the rates to Federal, Ill., were uniformly \$1 per car less than Supplement No. 7 indicates. Effective March 1, 1913, by Supplement No. 8, rates shown in Supplement No. 7 were reduced uniformly \$1 per car and again placed on the basis in effect prior to December 17, 1912.

"The advance as made by this company was due to a misunderstanding, not as between the shipper and the railroad, but between the Illinois Terminal Railroad and ourselves, and as the differences have been satisfactorily adjusted, we feel that the Alton Boxboard & Paper Company should not be penalized to the extent of \$1 per car on traffic that moved between the two dates mentioned in the foregoing paragraphs. Your commission is respectfully requested to grant authority to this company to refund to the Alton Boxboard & Paper Company the excess charge of \$1 per car.

[Signed] "J. W. GRAHAM,

"Assistant General Freight Agent."

And the Commission being fully advised in the premises, finds that the request of the railroad company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Toledo, St. Louis & Western Railroad Company be, and the same is, hereby authorized to make settlement on said shipments of straw on basis of rates as published in Supplement No. 8, effective March 1, 1913, referred to above, which are uniformly \$1 per car less than was charged on shipments in question.

By order of the Commission this 19th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
RICH. YATES, *Commissioner*.

Miscellaneous Docket No. 638

Atchison, Topeka & Santa Fé Railway Company  
Ex parte

*In re application for authority to protect rate of forty cents per net ton on gravel, car loads, from Pekin to Benson, Illinois, and intermediate points.*

Now on this day comes the Atchison, Topeka & Santa Fé Railway Company and files herein the following application:

"Prior to July 7, 1913, we carried in Santa Fé System Tariff No. 6082-D rate of 40 cents per net ton upon gravel, carloads, from Pekin, Ill., to Benson, Ill., and intermediate points.

"Effective on July 7, 1913, in Supplement No. 5 to the above tariff, the rate from Pekin to stations Cooper to Benson, inclusive, was advanced to 50 cents per net ton. It developed, however, that the Virginia Timber Company, of Springfield, Ill., had already contracted for considerable gravel at Benson, Roanoke, Cooper, and Washington, and upon their calling our attention to this fact, we agreed to reinstate the old rate of 40 cents per ton to Benson and intermediate points, and did so, effective August 22, in Supplement No. 6 to our Tariff No. 6082-D, above quoted.

"In the meantime, however, considerable business moved from Pekin to Cooper, Washington, Roanoke and Benson, in fulfillment of the contract made by the Virginia Timber Company which they had made predicated upon the old rate of 40 cents per net ton, which rate they had no means of knowing would be advanced before their contracts would be completed, and they now present their claim for \$134.76, which represents an overcharge based on difference between the old rate of 40 cents per ton, and the rate of 50 cents per ton, which became effective July 7.

"We are agreeable to payment of this claim, in view of the fact that their contract was based upon 40 cent rate, and in view of the fact that this rate was subsequently restored, provided we have the permission of your Honorable Body to do so.

[Signed] "F. H. MANTER,  
"Assistant General Freight Agent."

It appearing that the Virginia Timber Company having filed affidavit in relation to all the facts set forth in said application confirming the same.

And the Commission being fully advised in the premises, finds, that the request of the railway company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Atchison, Topeka & Santa Fé Railway Company be, and the same is hereby authorized to make settlement on shipment of gravel in question on the basis of forty (40) cents per net ton, or a total amount of \$134.76.

By order of the Commission this 19th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
RICH. YATES, *Commissioner*.

#### Miscellaneous Docket No. 639

#### Atchison, Topeka & Santa Fé Railway Company Ex parte

*Application for authority to protect rate of fifty-five and one-half cents per ton on shipments of crushed stone from Gary, Illinois, to Streator, Illinois, and from Gary, Illinois, to Mazon, Illinois*

Now on this day comes the Atchison, Topeka & Santa Fé Railway Company and files herein the following application:

"Claims for overcharges on the following described shipments have been filed with this company based on local rates to and from McCook, Ill.:

"Claimant—A. C. O'Laughlin Company.

"A., T. & S. F. car 81715, December 27, 1912, crushed stone, weight 107,900 pounds, Gary, Ill., to Streator, Ill.

"Claimant—Dolese & Shepard Co.

"A., T. & S. F. car 79420, February 28, 1913, crushed stone, weight 88,200 pounds, Gary Ill., to Mazon, Ill.

"A., T. & S. F. car 81870, February 15, 1913, crushed stone, weight 88,600 pounds, Gary Ill., to Mazon, Ill.

"Freight charges have been assessed on through rate of 70 cents per ton as provided in C. & I. W. Tariff 85-A, effective June 12, 1908.

"At the time shipments moved, rate from Gary to McCook, Ill., was 15½ cents per ton, as per C. & I. W. I. C. C. 22-A, effective February 2, 1910, and our rate from McCook to Streator and Mazon, Ill., was 40 cents per ton. We respectfully request authority to reduce charges on above described shipments to basis of McCook combination or through rate of 55½ cents per ton.

[Signed] "F. H. MANTER,  
"Assistant General Freight Agent."

And the Commission being fully advised in the premises, finds, that the request of the railway company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Atchison, Topeka & Santa Fé Railway Company be, and the same is hereby authorized to make settlement on said shipments of crushed stone on said basis of 55½ cents per ton.

By order of the Commission this 19th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
RICH. YATES, *Commissioner*.

#### Miscellaneous Docket No. 640

The Chicago & Alton Railroad Company  
Ex parte

*In re application for authority to protect rate of 12.3 cents per 100 pounds  
on shipment of pears from Flora to Chicago, Illinois*

Now on this day comes the Chicago & Alton Railroad Company and files herein the following application:

"B. & O. S. W. Tariff H-2408, effective April 1, 1911, named a rate on apples, carload, minimum weight 24,000 pounds from Flora, Ill., to Chicago, Ill., of 12.3 cents per 100 pounds. This rate was established with the presumption that no other fruit originated at this point. It later developed, however, that shipments of pears were being made and consequently the B. & O. S. W. Tariff H-2408 was amended by Supplement No. 3, effective October 15, 1912, to provide for the same rates on pears that was in effect on apples.

"On September 5 and 7, 1912, there was shipped by the M. Baker Co., Chicago, two carloads of pears, on which charges were assessed on a basis of the sixth class rate as shown in C. & A. Tariff No. 312-B, which basis is authorized in Item 590 of Circular 1-H issued by W. H. Hosmer, effective May 1, 1912.

"The M. Baker Co. have presented claim on the two shipments in question alleging overcharge in that the rate assessed exceeded the rate of 12.3 cents per 100 pounds which was subsequently established to cover the traffic in question.

"It is the belief of this company that the claim as presented is just and reasonable, and it is therefore desired that your Commission review the papers in the attached claim, C. & A. No. B-7746-2, and, if consistent, issue an order granting relief in connection therewith.

"This request for relief is concurred in by the B. & O. S. W. Railroad Co.

[Signed] "C. W. GALLIGAN,  
"General Freight Agent."

And the Commission being fully advised in the premises, finds that the request of the Railroad Company should be granted.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago & Alton Railroad be, and the same is hereby authorized to make settlement on shipments of pears in question on said basis of 12.3 cents per 100 pounds.

By order of the Commission this 19th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
RICH. YATES, *Commissioner*.

No. 2110

Railroad and Warehouse Commission

v.

Chicago & Interurban Traction Company

*In re citation to show cause why said defendant road should not furnish additional equipment for the operation of its road*

This case originated upon complaint charging that the equipment of said traction company was insufficient to furnish convenient transportation over its line, and principally between Chicago Heights and One Hundred Nineteenth Street, city of Chicago. On receiving such complaint the Commission issued a citation requiring said company to appear before the Commission on November 6, 1913, and in the meantime sent its representative to make an investigation and inspection of said equipment and the manner of carrying passengers between said points.

As a result of such hearing and investigation, an additional train was put on said road and a complete record filed with the Commission, showing the traffic upon all of its trains for quite a lengthy period, and after such investigation the Commission finds, that the said Chicago & Interurban Traction Company is furnishing a reasonable amount of equipment and is giving reasonable service to the public.

The citation is therefore discharged.

The Commission, however, reserves jurisdiction of the subject matter, so that if occasion should require it, a further order may be entered therein.

By order of the Commission this 26th day of November, 1913, dated at Springfield, Illinois.

## APPLICATIONS FOR PERMISSION TO USE TEMPORARILY OTHER THAN CABOOSE CARS, IN CABOOSE CAR SERVICE, AND ORDERS OF THE COMMISSION

*In the matter of the application of the Elgin, Joliet & Eastern Railway Company for permission to use ten non-standard cars in caboose service, which do not conform to the laws of this State*

Now on this day comes the Elgin, Joliet & Eastern Railway Company, by its President, A. F. Banks, and makes application, under the statute, for permission to use ten non-standard cars fitted up for caboose service, said cars being numbered 7537, 7507, 7535, 7497, 7385, 7556, 7484, 7321, 7407 and 7481.

The Commission being fully advised in the premises, it is hereby ordered that the said Elgin, Joliet & Eastern Railway Company be, and the same is hereby authorized to use said non-standard cars in caboose service for the period expiring April 1, 1913.

By order of the Commission this 3d day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the New York, Chicago & St. Louis Railroad Co. for permission to use one non-standard car in caboose service temporarily, which does not conform to the laws of this State in relation to caboose cars*

Now on this day comes the New York, Chicago & St. Louis Railroad Co., by its Superintendent of Transportation, R. W. Mitchener, and makes application under the statute, for permission to use non-standard caboose car No. X50605, in temporary service.

The Commission being fully advised in the premises, it is hereby ordered that said New York, Chicago & St. Louis Railroad Co. be, and the same is hereby authorized to use said one non-standard caboose car in caboose service for the period ending May 1, 1913.

By order of the Commission this 26th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the New York, Chicago & St. Louis Railroad Company for permission to use two non-standard cars in caboose service temporarily, which do not conform to the laws of this State in relation to caboose cars*

Now on this day comes the New York, Chicago & St. Louis Railroad Co., by its Superintendent of Transportation, R. W. Mitchener, and makes application under the statute, for permission to use two non-standard caboose cars Nos. 24861 and 24863, in temporary service.

The Commission being fully advised in the premises, it is hereby ordered that said New York, Chicago & St. Louis Railroad Company be, and the same is hereby authorized to use said two non-standard caboose cars in caboose service for the period ending April 1, 1913.

By order of the Commission this 2d day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of application of the Wabash Railroad Company for permission to use one non-standard car in caboose service temporarily*

Now, on this day comes the Wabash Railroad Company, by its Superintendent, Mr. C. E. Brown, and makes application, under the statute, for permission to use one non-standard car in caboose service temporarily.

The Commission being fully advised in the premises, it is hereby ordered that said Wabash Railroad Company be, and the same is hereby authorized to use one non-standard car No. 61692, in caboose service until March 15, 1913.

By order of the Commission this 14th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Elgin, Joliet & Eastern Railway Company for permission to use ten non-standard cars in caboose service, which do not conform to the laws of this State*

Now on this day comes the Elgin, Joliet & Eastern Railway Company by its Vice-President, S. M. Rogers, and makes application, under the statute, for extension of authority to use ten non-standard cars fitted up for caboose service, said cars being numbered 7537, 7507, 7535, 7497, 7385, 7556, 7484, 7321, 7407 and 7481.

And the Commission being fully advised in the premises, it is hereby ordered that said Elgin, Joliet & Eastern Railway Company be, and the same is hereby authorized to use said ten non-standard cars in caboose service for the period expiring July 1, 1913.

By order of the Commission this 8th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Wabash Railroad Company for permission to use temporarily seven cars in caboose service, which do not conform to the laws of this State in relation to caboose cars*

Now on this day comes the Wabash Railroad Company, by its Superintendent, Mr. J. E. Stumpf, and makes application, under the statute, for permission to use seven non-standard cars in caboose service temporarily.

And the Commission being fully advised in the premises, it is hereby ordered that said Wabash Railroad Company be, and the same is hereby authorized to use seven non-standard cars Nos. 3233, 3467, 51337, 51575, 51591, 51831 and 61098 in caboose service until July 1, 1913.

By order of the Commission this 5th day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Wabash Railroad Company for permission to use temporarily five cars in caboose service, which do not conform to the laws of this State in relation to caboose cars*

Now on this day comes the Wabash Railroad Company, by its Superintendent, Mr. J. E. Stumpf, and makes application, under the statute, for permission to use five non-standard cars in caboose service temporarily.

And the Commission being fully advised in the premises, it is hereby ordered that said Wabash Railroad Company be, and the same is hereby authorized to use five non-standard cars Nos. 51625, 51678, 51764, 51737 and 61533 in caboose service until July 1, 1913.

By order of the Commission this 14th day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*



*In re application of the Wabash Railroad Company for permission to use five box cars in caboose service, which do not conform to the laws of this State in relation to caboose cars.*

Now on this day comes the Wabash Railroad Company, by its Superintendent, Mr. J. E. Stumpf, and makes application, under the statute, for permission to use five box cars Nos. Wabash 51861, 60658, 61337, 51675 and 61098 in caboose service temporarily.

The Commission being fully advised in the premises, it is hereby ordered that said Wabash Railroad Company be, and the same is hereby authorized to use said five box cars in caboose service until December 31, 1913.

By order of the Commission this 5th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Wabash Railroad for permission to use five non-standard cars in caboose service, which do not conform to the laws of this State in relation to caboose cars*

Now on this day comes the Wabash Railroad, by its Superintendent, Mr. J. E. Stumpf, and makes application, under the statute for permission to use five non-standard cars Nos. Wabash 3467, 60058, 62471, 51596 and 61533 in caboose service temporarily.

The Commission being fully advised in the premises, it is hereby ordered that said Wabash Railroad be, and the same is hereby authorized to use said five non-standard cars in caboose service for a period of ninety days from this date.

By order of the Commission this 18th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

## APPLICATIONS FOR RELIEF UNDER LONG AND SHORT HAUL CLAUSE

Miscellaneous Docket No. 472

Mobile and Ohio Railroad Company  
Ex parte

*Application for rate on paving brick, carloads, from Murphysboro to Centralia, Illinois, under the long and short haul clause*

Now on this day comes the Mobile and Ohio Railroad Company and files herein its application for relief under the long and short haul clause, on rate on paving brick between Murphysboro and Centralia, Ill., asking permission to make a sixty cent per ton rate in competition with the Illinois Central Railroad Company's rate between said points; and it further requests that said sixty cent rate be given between Murphysboro and Centralia, leaving the intermediate stations at the rate fixed by it, as shown in said application, which application is as follows:

"The Mobile and Ohio Railroad Company, through Haiden Miller, its freight traffic manager, respectfully petitions the Illinois Railroad and Warehouse Commission that it be permitted, in connection with the Illinois Southern Railway Company, to establish rate of 60 cents per ton 2,000 pounds, on paving brick, C. L., minimum weight 50,000 pounds, except where for carrier's convenience car of less capacity is furnished, in which event the marked capacity, but not less than actual weight, will govern, from Murphysboro, Ill., to Centralia, Ill., via Sparta and the Illinois Southern Railway.

"The special circumstances and conditions which justify this application are that the rate is now published from Murphysboro, Ill., to Centralia, Ill., in Illinois Central Railroad Company's Freight Tariff No. 8063-B. The Illinois Central Railroad is the short line between these two points and the distance via that line is 64 miles. The distance from Murphysboro via Sparta and the Illinois Southern Railway is 80 miles. The same circumstances and conditions do not exist at intermediate points and the Honorable Commission is urgently petitioned to grant this request, which, if granted, would not increase discrimination at intermediate points, but would merely provide another route for the movement of traffic at a rate which is now available and this, your petitioner believes, will be an advantage to the shipping public.

"This petition is also made on behalf of the Illinois Southern Railway Company.

MOBILE & OHIO RAILROAD COMPANY, By

[Signed] "HAIDEN MILLER,

*"Freight Traffic Manager."*

It appearing to the Commission that the Illinois Central Railroad Company has a sixty cent per ton rate from Murphysboro to Centralia, Ill., and that said sixty cent per ton rate is given to all intermediate points between Murphysboro and Centralia, and also in effect to East St. Louis, as well as to intermediate points, and the Commission being fully advised.

It is therefore ordered, adjudged and decreed by the Commission that the said application of the said Mobile and Ohio Railroad Company, to make a sixty cent per ton rate between Murphysboro and Centralia, Ill.,

leaving the intermediate points at the rate now fixed, as shown by their application, be and the same is hereby denied, the Commission holding that the facts as shown by said application do not justify the Commission in granting the prayer thereof, for the reasons herein indicated.

By order of the Commission this 9th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 474

Mobile and Ohio Railroad Company  
Ex parte

*Application for authority, under the long and short haul clause, to establish rates in connection with the Chicago & Alton Railroad Company, from Chicago and Joliet, Illinois, to Murphysboro, Illinois, on classes and commodities, the same as published by the Illinois Central Railroad Company from Chicago to Murphysboro*

Now on this day comes the Mobile and Ohio Railroad Company and files herein its application for relief under the long and short haul clause, as follows:

"The Mobile and Ohio Railroad, through Haiden Miller, its freight traffic manager, respectfully petitions the Illinois Railroad and Warehouse Commission that it be permitted in conjunction with the Chicago & Alton Railroad to establish from Chicago, Ill., Joliet, Ill., and points taking the same rates, to Murphysboro, Ill., on classes and commodities as published by the Illinois Central from Chicago to Murphysboro, Ill.

"The special circumstances and conditions which justify this application are that rates are now published from Chicago to Murphysboro, Ill., shown in Illinois Central Tariff which line has its own rails between these two points and is the short line, the distance via the Illinois Central from Chicago to Murphysboro being 314 miles. The Chicago and Alton and the Mobile and Ohio Railroad desire to meet the competition of the Illinois Central Railroad. The same circumstances and conditions do not exist at intermediate points on the line of the Mobile and Ohio Railroad and the Honorable Commission is urgently petitioned to grant the foregoing request, which, if granted, would not increase the discrimination at intermediate points as the rates from Chicago to Murphysboro are now available via the Illinois Central Railroad. The distance from Chicago to Murphysboro via the Chicago and Alton and the Mobile and Ohio Railroad is 369 miles. Rates are now published from Chicago and points taking the same rates, to Murphysboro, higher than they are to intermediate stations as shown in C. I. & S. Freight Tariff GFO-265-D, M. & O. 7466, Wabash R. R. A-11103, M. & O. 6795, C., B. & Q. GFO-17128, M. & O. 5888, which adjustment is protected by application now on file with your Honorable Commission.

"This petition is also made in behalf of the Chicago and Alton Railroad.

[Signed] "HAIDEN MILLER,  
"Freight Traffic Manager."

The Commission having made careful investigation of the above and foregoing application, finds

That the necessity therefor, is not of such a character as would justify an order authorizing such through rate.

The petition is therefore denied.

By order of the Commission this 19th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 478  
 Mobile and Ohio Railroad Company  
 Ex parte

*Application for authority under the long and short haul clause, to reduce present third class rate between East St. Louis, Illinois, and Centralia, Illinois, from 19.8 cents to 19.2 cents per one hundred pounds*

Now on this day comes the Mobile and Ohio Railroad Company and files herein the following application for relief under the long and short haul clause:

"The Mobile and Ohio Railroad Company by Haiden Miller, its freight traffic manager, for itself and on behalf of the Illinois Southern Railway Company, respectfully petitions the Railroad and Warehouse Commission of Illinois for authority to reduce the present third class rate between East St. Louis, Ill., and Centralia, Ill., from 19.8 cents to 19.2 cents per one hundred pounds, without observing such rate as the maximum rate at intermediate points.

"The Chicago, Burlington & Quincy Railroad, which we understand operates under a trackage arrangement over the Baltimore & Ohio Southwestern Railroad between East St. Louis and Shattuc, has advised us of its intention to reduce the third class rate between East St. Louis and Centralia to 19.2 cents per one hundred pounds, effective January 1st, and it is the desire of the petitioner to meet such reduction via its route in connection with the Illinois Southern Railway via Sparta.

"There is attached hereto and made a part hereof a sketch indicating the direct route of the Chicago, Burlington & Quincy Railroad between East St. Louis and Centralia via Shattuck, the distance via this route being 61 miles; also the circulation route of the Mobile and Ohio Railroad and Illinois Southern Railway via Sparta via which route the distance is 98 miles.

"Your petitioner prays for relief from the long and short haul clause of the Illinois State Law in the publication of the rate referred to, believing that such publication will not increase the discrimination at intermediate points, but will permit of an additional route between East St. Louis and Centralia to the advantage of the shipping public.

MOBILE & OHIO RAILROAD COMPANY, By

[Signed] "HAIDEN MILLER,

"Freight Traffic Manager."

The Commission having made careful investigation of the above and foregoing application, finds

That the necessity therefor, is not of such a character as would justify an order authorizing such through rate.

The petition is therefore denied.

By order of the Commission this 27th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman,*

B. A. ECKHART, *Commissioner,*

J. A. WILLOUGHBY, *Commissioner.*

Miscellaneous Docket No. 469  
 The Illinois Southern Railway Company  
 Ex parte

*Application for permission under section 25 of the Act approved June 10, 1911, in relation to Long and Short Haul, to meet, over a longer line or route, competitive conditions created by direct or shorter line, without change of intermediate tariff rates, and to enable said road to carry such freight and receive the revenue therefor, and giving the shipper the benefit of competing routes for such shipments*

Now on this day comes the Illinois Southern Railway Company and files herein the following application:

"Rate on sand, carload, minimum weight capacity of car, but not less than 60,000 pounds from Menard and Chester, Ill., to Benton, Johnston City, Marion, Carterville, Herrin, Murphysboro and Zeigler, Ill., via St. L., I. M. & S. Ry. is 60 cents per net ton, named in Supplement No. 5 to Mo. Pac. Ry. Co. Tariff No. 56-K, I. C. C. No. A-1805, and it is the desire of petitioner to establish the same rate and minimum weight from Menard and Kellogg, Ill., to the above points in connection with the Illinois Central Railroad without applying this terminal rate at intermediate points.

"There is no necessity for the establishment of the 60 cent rate at intermediate points of destination on the Illinois Central Railroad, and it is the desire of petitioner to meet, over a longer line or route, competitive conditions created by a direct or shorter line, without applying same at intermediate points, giving the shipper the benefit of competitive routes for such shipments.

"It is desired to make the application of this rate at intermediate points on the Illinois Central Railroad and also the terminal rate permanent, inasmuch as the shipper desires to locate permanently at Kellogg, Ill., and the conditions are such as the rates from Menard and Kellogg, Ill., should be the same. The Illinois Central Railroad Company is interested in the subject matter contained in this petition.

[Signed] "W. H. OGBORN,

*"Division Freight Agent."*

And the Commission, after investigation of such application and being fully advised in the premises finds:

That the Wabash, Chester & Western Railroad Company, in connection with the Illinois Central Railroad Company, has filed joint freight tariff No. 1603-C, effective April 15, 1911, publishing rate on sand in carloads from Chester, Ill., to various points in Illinois located on the Illinois Central Railroad, wherein rates to competitive points on a longer haul are made lower than to non-competitive points directly intermediate, taking a shorter haul.

The Commission further finds that said tariff of the Wabash, Chester & Western Railroad Company is covered by petition of the Illinois Central Railroad Company to this Commission, asking permission under section 25 of the Long and Short Haul Clause, to continue the publication of said rates permanently, which petition has not been acted upon.

In view of such facts, it appears to the Commission that the Illinois Southern Railway Company should be permitted, in connection with the Illinois Central Railroad Company, to publish rates on sand from Kellogg or Menard, Ill., to points of destination in Illinois located on the Illinois Central Railroad, under the same conditions that prevail on the Wabash, Chester & Western Railroad.

It is therefore ordered, adjudged and decreed by the Commission that the application of the said Illinois Southern Railway Company be, and the same is hereby granted, covering rate of 60 cents per net ton on sand, carloads, minimum weight capacity of car, but not less than 60,000 pounds from Menard and Kellogg, Ill., to Benton, Johnston City, Marion, Carterville, Herrin, Murphysboro and Zeigler, Ill., and said 60 cent rate shall be permitted to remain in effect so long as like conditions prevail on said Wabash, Chester & Western Railroad, thus enabling said Illinois Southern Railway Company to receive such freight and the revenue derived from transporting the same and giving to the shippers at such originating points an additional route, and the said Illinois Southern Railway Company is hereby authorized to meet the rate from point of origin to destination, as stated in said application.

The Commission hereby retains jurisdiction of the application for the purpose of modifying this order at any time it may deem it necessary to do so, upon reasonable notice, and also reserves the right to hear and determine at any time, upon complaint, the fixing of any intermediate rate between the point of origin and destination.

By order of the Commission this 12th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 522

Vandalia Railroad Company  
Ex parte

*Application for authority under the Long and Short Haul Clause to establish rate of 7 cents per hundred pounds on flour and mill feed, carloads, from St. Jacob, Ill., to Murphysboro, Ill., without applying said rate to intermediate points on the Mobile & Ohio Railroad*

Now on this day comes the Vandalia Railroad Company and files herein the following application for relief under the Long and Short Haul Clause:

"The Vandalia Railroad Company respectfully petitions the Illinois Railroad & Warehouse Commission that it be permitted, in conjunction with the Mobile & Ohio Railroad Co., to establish a rate of 7 cents per one hundred pounds on flour and mill feed, carloads, from St. Jacob, Ill., to Murphysboro, Ill., without applying said rates to intermediate points on the Mobile & Ohio Railroad.

"The special circumstances and conditions which justify this application are that the rate is 7 cents per one hundred pounds on flour and mill feed, carloads, from Marine, Ill., to Murphysboro, Ill., St. Jacob, Ill., is located in territory adjacent to Marine and is, therefore, in direct competition with Marine, a point located on the Illinois Central Railroad.

"The same circumstances and conditions do not exist at intermediate points on the line of the Mobile & Ohio Railroad, and as there is a contemplated movement of flour and mill feed in carload lots from St. Jacob, Ill., to Murphysboro, Ill., the Commission is respectfully petitioned to grant the foregoing request, which, if granted, would not increase the discrimination at intermediate points. This petition is made with the consent of the Mobile & Ohio Railroad Company.

[Signed] "G. W. DAVIS,  
"General Freight Agent."

The Commission having made careful investigation of the above and foregoing application finds:

That the necessity therefor is not of such a character as would justify an order authorizing such through rate.

The petition is therefore denied.

By order of the Commission this 25th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

Miscellaneous Docket No. 530

Vandalia Railroad Company  
Ex parte

*Application for authority under the Long and Short Haul Clause to establish rates on egg case material, less carload, from Altamont, Ill., to points on the Chicago & Alton Railroad in Illinois without applying these rates to intermediate points*

Now on this day comes the Vandalia Railroad Company and files herein the following application for relief under the Long and Short Haul Clause:

"The Vandalia Railroad Company respectfully petitions the Illinois Railroad & Warehouse Commission that it be permitted to publish and

file rates on egg case material, less carload, from Altamont, Ill., to points on the Chicago & Alton Railroad, in Illinois, as shown in Exhibit "A," and that it be permitted to apply these rates as terminal rates, not to affect rates to intermediate points.

"This application is based on the desire of your petitioner to meet, via a circuitous route, i. e., Vandalia Railroad to East St. Louis, Ill., thence Chicago & Alton Railroad to destination (see Exhibit "B"), the rates currently in effect via the direct route, i. e., Baltimore & Ohio Southwestern Railroad to Springfield or Ashland, Ill., thence Chicago & Alton Railroad to destination (see Exhibit "B"). The rates published by the Baltimore & Ohio Southwestern Railroad are carried in their joint and proportional freight tariff No. 82439.

[Signed] "H. R. GRISWOLD,  
"Assistant General Freight Agent."

The Commission having made careful investigation of the above and foregoing application finds:

That the necessity therefor is not of such a character as would justify an order authorizing such rates.

The petition is therefore denied.

By order of the Commission this 2d day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 2066

Railroad and Warehouse Commission, ex rel  
Pilsen Lumber Company, Complainant

v.

Atchison, Topeka and Santa Fé Railway Company  
Chicago & Eastern Illinois Railroad Company, Defendants

*In re violation of Long and Short Haul Clause and discrimination in switching charges, and asking for reparation*

The complaint in this case, after setting forth the corporate organization of the defendant companies, and certain facts in relation to shipments of lumber from Chicago to certain points in Illinois, and alleging that charges for transportation were when exacted and still are unreasonable, unjust and discriminatory and in violation of the statute, prays for relief as follows:

"That an order be made commanding said defendants to cease and desist from the aforesaid violations of sections 126 and 25, and to apply as maxima to the points named in paragraphs III and IV the rates contemporaneously in effect to the points named in paragraph V; and to make an order requiring defendants to pay unto the complainant by way of reparation for the unlawful charges hereinbefore described, the difference between the charges assessed to the points in paragraphs III and IV and the charges lawfully in effect to the points in paragraph V, or such other sum as in view of the evidence to be adduced herein the Commission may consider the complainant entitled to receive."

Upon the hearing there was no testimony offered as to the unreasonableness of the charges made, and only by inference can the Commission conclude that the charges complained of were paid by the complainant. The exhibits offered show they were paid by the consignee and there is no positive proof that the money was ever refunded to them. However, it is not material in view of the conclusion reached by the Commission, as to who paid such charges, so far as this proceeding is concerned.

It appears from the record and is not contradicted, that the complainant, the Pilsen Lumber Company, is located on the Chicago, Burlington & Quincy Railroad and that a switching movement was necessary to reach the line of the Atchison, Topeka & Santa Fé Railway, and also to reach the

Chicago & Eastern Illinois Railroad; the statute which it is claimed the defendant roads violated, is a penal statute, and under the rules of construction, must be strictly construed. The particular language referred to, is as follows:

"To any railroad, the branches thereof, and any road or roads which any railroad corporation has the right, license or permission to use, operate or control wholly or in part within this State."

As above stated, the record shows that the haul in each case, was over two lines of railroad. Hutchinson on Carriers, in discussing this question, says:

"A shipment cannot be split into parts to bring it within a State constitutional or statutory long and short haul clause. The contract is usually for the entire haul, and must be considered as an entirety."

There are a number of cases which fully sustain this doctrine.

It would therefore appear that the shipments referred to in this case, cannot be split up so as to compare the amounts of money received for the transportation between junction point and destination. It is, however, not necessary at this time to consider in detail whether the statute referred to, applies to the state of facts as appear from the record in this case, in view of the complaint which only asks for two matters to be considered by the Commission:

"First—That an order be made directing the roads to desist from making such charges as referred to.

"Second—An order of reparation."

The record shows that for two years or more the rates complained of, have not been charged by either of these roads. For that reason no order is necessary upon that branch of the complaint.

This leaves only the question of reparation, as prayed for in the complaint. In the case of Durand & Kasper v. Chicago & Alton Railroad Company, decided June 25, 1912, which was a request for reparation, after considering the facts in that case, which were similar to the facts in this case, the Commission held that it had no power to enter a money judgment, or make an order for payment of reparation. The opinion in that case is conclusive in this case the Commission finds.

It is therefore ordered, adjudged and decreed by the Commission that the complaint herein be dismissed.

Complaint is therefore dismissed.

It was agreed by the respective parties that the order in this case should also be the order in case No. 2065, Railroad and Warehouse Commission, ex rel South Side Lumber Company v. Atchison, Topeka & Santa Fé Railway Company and Chicago & Eastern Illinois Railroad Company.

By order of the Commission this 17th day of June, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 1139

Atchison, Topeka & Santa Fé Railway Company, et al  
Ex parte

*Application for relief under section 25 of an Act to establish a Board of Railroad and Warehouse Commissioners, and prescribe their powers and duties. (Approved April 13, 1871; in force July 1, 1871. L. 1871-2, p. 618. As amended by Act approved June 10, 1911; in force July 1, 1911)*

The petition in the above entitled cause prays for such order and authority, as will permit the carrier or carriers, having the longer line or route between any two common points, to continue and to establish for the transportation of freight between such points, the rates concurrently carried by the shorter line, without affecting rates at intermediate points on the long line or lines.



The petition further states that this relief is desired in order to enable the petitioners to continue to accommodate rate adjustments to commercial conditions between competitive points without needlessly affecting rate adjustments at intermediate points via indirect lines and routes and to avoid forcing indirect lines to forego traffic, necessarily resulting in not only loss of revenue to the longer line or route involved, but depriving shippers of the benefit of competing routes between such competitive points without any compensating benefits.

This petition is filed under the Act of 1911, in force July 1, 1911, authorizing this Commission to grant such relief, if in its judgment it is proper and right to do so. No more troublesome question has presented itself to the Commission than the one involved herein and the Commission has had it under very careful consideration for some months. A number of hearings have been held and the views of the common carriers as well as the shippers asked for and received, and much valuable information furnished the Commission. The object of the Legislature in passing the Act referred to, was to give to this Commission authority to investigate conditions and to allow a departure from the strict principle of the Long and Short Haul Clause whenever competitive conditions justified; that is to say, if there is now existing between any two points, a line which observes the Long and Short Haul Clause, and if there be operating between those same two points, another line circuitous in its line or route, it would seem to be clear that this Commission would be warranted in allowing the circuitous line or route to meet competition of the short line; otherwise the longer line would have to go out of business between such competitive points which would result in no benefit to the communities, but rather a detriment. The short line between two competitive points universally fixes the rate; its rate is established, and that rate being a reasonable rate, would naturally be continued. If the same rate is made over the longer line or route from the originating point to the competitive point, it is difficult to understand how any places or persons intermediate will be injured, provided the intermediate rates are reasonable rates, this general principle having been approved by the Interstate Commerce Commission in relation to interstate commerce.

And the Commission having duly examined said petition filed by such roads and each of them, and having duly investigated the said application as to each of said carriers, and being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the

Atchison, Topeka & Santa Fé Railway Company,  
Baltimore & Ohio Southwestern Railroad Company,  
The Chicago & Alton Railroad Company,  
Chicago & Eastern Illinois Railroad Company,  
Chicago & Northwestern Railway Company,  
Chicago, Burlington & Quincy Railroad Company,  
Chicago, Great Western Railroad Company,  
Chicago, Indiana & Southern Railroad Company,  
Chicago, Milwaukee & Gary Railway Company,  
Chicago, Milwaukee & St. Paul Railway Company,  
Chicago, Peoria & St. Louis Railway Company of Illinois. (John P.

Ramsey and H. M. Merriam, Receivers),  
Chicago, Rock Island & Pacific Railway Company,  
Chicago, Terre Haute & Southeastern Railway Company,  
Cincinnati, Hamilton and Dayton Railway Company,  
Cleveland, Cincinnati, Chicago & St. Louis Railway Company,  
Elgin, Joliet & Eastern Railway Company,  
Illinois Central Railroad Company,  
The Illinois Southern Railway Company,  
Illinois Terminal Railroad Company,  
Iowa Central Railway Company,  
Lake Erie & Western Railroad Company,  
Lake Shore & Michigan Southern Railway Company.

Louisville & Nashville Railroad Company,  
 Michigan Central Railroad Company,  
 The Mobile & Ohio Railroad Company,  
 Rock Island Southern Railway Company,  
 Rock Island Southern Railroad Company,  
 St. Louis, Iron Mountain & Southern Railway Company,  
 Southern Railway Company,  
 Toledo, Peoria & Western Railway Company,  
 Toledo, St. Louis & Western Railroad Company,  
 Vandalia Railroad Company,  
 The Wabash Railroad Company,  
 The Wabash, Chester & Western Railway Company,

and each, or any one or more of them having the longer line or route between any two common points wholly within the State of Illinois, are, and each of them is, hereby authorized to continue and to establish for the transportation of property between such common points, the rates concurrently carried by the shorter line or route without affecting the rate or rates at intermediate points on the longer line or route; and each or any of said common carriers having such longer line or route between such common points may charge less for the transportation of property over such longer line or route than it or they may or shall at the same time charge for the transportation of like kind of property upon or over such longer line or route to any intermediate point.

It is further ordered by the Commission that no advance in any class or character of rates to intermediate points shall be made by any of said common carriers above referred to herein, without application having first been made to and permission granted by this Commission for such advance, this order being made to enable both shipper and carrier to determine from actual trial, the effect of this order upon shipping interests of the State.

It is further ordered that this Commission may from time to time, either upon its own initiative or the complaint of any shipper or shippers, after hearing, change or modify this order as to either or any or all of said carriers, and jurisdiction of the respective parties is hereby retained by the Commission for the purpose of hearing any such complaint at any time by said Commission, and making any order in relation thereto.

By order of the Commission this 26th day of June, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
 B. A. ECKHART, *Commissioner*,  
 J. A. WILLOUGHBY, *Commissioner*.

No. 1121

Adams Express Company, et al  
 Ex parte

*In re application for relief under Long and Short Haul Clause*

The petition in this case is filed under section 25 of the Act in relation to the Railroad and Warehouse Commission, approved June 10, 1911, and in force July 1, 1911. The prayer of the petition is for the issuance of an order by this Commission authorizing the express companies to meet the short line rate between competitive points without at the same time reducing rates at intermediate points to the basis of the short line rate.

The Commission has had under consideration for a considerable period of time the advisability of allowing the several express companies doing business in this State, to meet the short line rate at competitive points without reducing the rates at intermediate points. No more intricate or difficult subject has been before the Commission for its consideration. There are apparently a number of good reasons both for and against granting such an order. Express companies often operate over two or more lines of road in carrying shippers' goods from point of origin to point of destination; their business is largely composed of small packages which are entrusted to them,

and a higher rate paid than charged by the railroads for transportation, thereby obtaining quick delivery and receiving the benefit of the personal attention of the messenger in charge. The express companies collect and deliver packages in the larger places, and it is often convenient to use the indirect line for many reasons. The shippers of the State have heretofore had the privilege of using either the direct or indirect express lines, and apparently with no disadvantage to or complaint from intermediate stations, and in view of the fact that this Commission prepared and has in force a tariff fixing a reasonable rate to all points, the Commission is of the opinion that the express companies should be allowed to continue such service, which the Commission believes upon the whole to be advantageous to the shipper.

It is therefore ordered, adjudged and decreed by the Commission that the—

Adams Express Company,  
Wells Fargo & Co. Express,  
American Express Company,  
National Express Company,  
Southern Express Company,

and each or any one or more of them having the longer line or route between any two common points wholly within the State of Illinois, are, and each of them is, hereby authorized to continue and to establish for the transportation of property between such common points, the rates concurrently carried by the shorter line or route without affecting the rate or rates at intermediate points on the longer line or route; and each or any of said common carriers having such longer line or route between such common points may charge less for the transportation of property over such longer line or route than it or they may or shall at the same time charge for the transportation of like kind of property upon or over such longer line or route to any intermediate point.

It is further ordered by the Commission that no advance in any class or character of rates to intermediate points shall be made by any of said express companies, without application having first been made to and permission granted by this Commission for such advance, this order being made to enable both shipper and carrier to determine from actual trial, the effect of this order upon shipping interests of the State.

It is further ordered that this Commission may, from time to time, either upon its own initiative or the complaint of any shipper or shippers, after hearing, change or modify this order as to either or any or all of said carriers, and jurisdiction of the respective parties is hereby retained by the Commission for the purpose of hearing any such complaint at any time by said Commission, and making any order in relation thereto.

By order of the Commission this 11th day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 1139

Atchison, Topeka & Santa Fé Railway Company, et al.

Ex parte

*In re application of the Bloomington, Decatur & Champaign Railroad, Danville, Urbana & Champaign Railway Company, Illinois Central Traction Company, St. Louis Electric Terminal Railway Company, St. Louis, Springfield & Peoria Railroad, Springfield & Northeastern Traction Company for relief under section 25 of An Act to establish a Board of Railroad and Warehouse Commissioners, and prescribe their powers and duties. (Approved April 13, 1871; in force July 1, 1871. L. 1871-2, p. 618. As amended by Act approved June 10, 1911; in force July 1, 1911)*

Now on this day comes the above entitled roads and files petition herein which is in words and figures following, to-wit:

"And prays the Commission, under the authority vested in it by section 25 of An Act to establish a Board of Railroad and Warehouse

Commissioners, and prescribe their powers and duties (approved April 13, 1871, in force July 1, 1871. L. 1871-2, p. 618; as amended by the Act approved June 10, 1911, in force July 1, 1911), grant your petitioner relief from the operation of the long and short haul clause, so-called in that your petitioner be permitted to charge a lower rate for a greater distance over the same route, the shorter distance being included in the longer distance, where in so doing your petitioner is meeting the rate or rates of the short line or lines between two given points and your petitioner's route, singly or jointly, between such points is circuitous and longer; and commercial conditions justify the rate or rates made by the direct or short line be observed as terminal rates though the rate or rates at intermediate points on your petitioner's line may be and remain higher.

"And your petitioner presents the following facts and special circumstances as justifying the request herein made.

"In its joint tariffs with other Illinois lines your petitioner participates in class and commodity terminal rates that are, in some instances, lower than the rates on the same classes and commodities at points that are directly intermediate, due to the past general custom in rate making to base the rates upon the distance or distances via the short line or lines, the other lines, singly or jointly, having feasible though longer routes applying the short line rates thus made as terminal rates only without disturbing conditions prevalent at points directly intermediate; which question is adequately covered in the petition of the Illinois lines, Atchison, Topeka & Santa Fé Railway Company, et al., to the Commission, and the Commission's answer thereto in its Order No. 1139, dated Springfield, Illinois, on the 26th day of June, 1913.

"Wherefore, your petitioner further prays that it be added to and included in the said order of the Commission, No. 1139, by supplementary proceedings or otherwise, and under the same privileges and conditions as extended and imposed in the first entitled cause.

Respectfully submitted,

"ILLINOIS TRACTION SYSTEM,  
"By G. W. QUACKENBUSH,  
"Its Traffic Manager."

This matter coming on for hearing and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition herein be, and the same is, hereby granted.

It is further ordered that the said respective roads hereinabove mentioned, comprising the Illinois Traction System, be, and the same are, hereby made a party to and given the relief granted in the case of Atchison, Topeka & Santa Fé Railway Company, et al., ex parte, No. 1139, under order of this Commission dated June 26, 1913.

By order of the Commission this 14th day of August, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

No. 1139

Atchison, Topeka & Santa Fé Railway Company, et al.  
Ex parte

*In re application of the Oil Belt Railway Company for relief under section 25 of An Act to establish a Board of Railroad and Warehouse Commissioners, and prescribe their powers and duties. (Approved April 13, 1871; in force July 1, 1871. As amended by Act approved June 10, 1911; in force July 1, 1911)*

Now on this day comes the Oil Belt Railway Company and files petition herein which is in words and figures following, to-wit:

"Now comes your petitioner, the Oil Belt Railway Company, and prays that the Commission, under the authority vested in it by section 25 of An Act to establish a Board of Railroad and Warehouse Commissioners, and prescribe their powers and duties (approved April 13, 1871; in force July 1, 1871; L. 1871-2, p. 618; as amended by the Act approved June 10, 1911, in force July 1, 1911) grant your petitioner relief from the operation of the long and short haul clause, so-called, in that your petitioner be permitted to charge a lower rate for a greater distance over the same route, the shorter distance being included in the longer distance, where in so doing your petitioner is meeting the rate or rates of the short line or lines between two given points and your petitioner's route, singly or jointly, between such points is circuitous and longer; and commercial conditions justify that the rate or rates made by the direct or short line be observed as terminal rates though the rate or rates at intermediate points on your petitioner's line may be and remain higher.

"And your petitioner presents the following facts and special circumstances as justifying the request herein made.

"In its joint tariffs with other Illinois lines your petitioner participates in class and commodity terminal rates that are, in some instances, lower than the rates on the same classes and commodities at points that are directly intermediate, due to the past general custom in rate making to base the rates upon the distance or distances via the short line or lines, the other lines, singly or jointly, having feasible though longer routes applying the short line rates thus made as terminal rates only without disturbing conditions prevalent at points directly intermediate; which question is adequately covered in the petition of the Illinois lines, Atchison, Topeka & Santa Fé Railway Company, et al., to the Commission and the Commissions answer thereto in its Order No. 1139, dated Springfield, Ill., on the 26th day of June, 1913.

"Wherefore, your petitioner further prays that it be added to and included in the said order of the Commission No. 1139, by supplementary proceedings or otherwise, and under the same privileges and conditions as extended and imposed in the first entitled cause.

Respectfully submitted,

"OIL BELT RAILWAY COMPANY,

"By [Signed] FRED C. MAYER,

"G. F. A.

"Bridgeport, Illinois.

"This 22d day of August, 1913."

This matter coming on for hearing and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that the prayer of the petition herein be, and the same is, hereby granted.

It is further ordered that the said respective road hereinabove mentioned be, and it is, hereby made a party to and given the relief granted in the case of Atchison, Topeka & Santa Fé Railway Company, et al., ex parte, No. 1139, under order of this Commission dated June 26, 1913.

By order of the Commission this 10th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman,*

B. A. ECKHART, *Commissioner,*

J. A. WILLOUGHBY, *Commissioner.*

## Miscellaneous Docket No. 447

Railroad and Warehouse Commission, ex rel  
Koenigsmark Mill Co., Complainant  
v.

Mobile & Ohio Railroad Company  
St. Louis, Iron Mountain & Southern Railway Company, Defendants

*Complaint of failure of defendants to comply with the Long and Short Haul Clause, and petition by defendants for relief under the Long and Short Haul Clause*

This is a complaint by the Koenigsmark Mill Co. against the Mobile & Ohio Railroad Company and the St. Louis, Iron Mountain & Southern Railway Company, charging that it is discriminated against by said railroad companies, in that the rate on coal from what is known as the Murphysboro District to East St. Louis, which is a longer distance, is less than the rate on coal from the same district to Waterloo and other points on said railroads, where the complainant has industries located, and petitions that the rate be made the same from the originating point to intermediate points on said railroads, as to East St. Louis.

Coal received by the complainant is from the mines in what is known as the Murphysboro District, and in that territory, in addition to the Mobile & Ohio Railroad Company and the St. Louis, Iron Mountain & Southern Railway Company, there are at least three other roads, namely the Illinois Central Railroad Company, the Louisville & Nashville Railroad Company and the Southern Railway Company which carry coal through substantially the same territory to the same market, namely, East St. Louis. The mileage of the Illinois Central Railroad Company from Murphysboro to East St. Louis is 84 miles, the Mobile & Ohio Railroad Company 90 miles and the St. Louis, Iron Mountain & Southern Railway Company 99 miles, but this difference in mileage is not sufficient to justify any difference in the rates between the several roads.

The record shows that on the Mobile & Ohio Railroad and the St. Louis, Iron Mountain & Southern Railway the rate from the Murphysboro District to intermediate points on said railroads, is greater than it is to East St. Louis, which it is a fact that the rates on the same product on the Illinois Central Railroad, the Louisville & Nashville Railroad and the Southern Railway to intermediate points in this same territory, are not greater than the East St. Louis rate. In other words, the Illinois Central Railroad Company, the Louisville & Nashville Railroad Company and the Southern Railway Company are, and each of them is, complying with the Long and Short Haul Clause of the statute, on coal from that territory to East St. Louis, while the Mobile & Ohio Railroad Company and the St. Louis, Iron Mountain & Southern Railway Company are not doing so.

It is manifest from the condition in that territory that the consumers of coal on these respective roads are not on an equal basis and that a consumer of coal on the Mobile & Ohio Railroad Company or the St. Louis, Iron Mountain & Southern Railway Company, in the same business, in view of the difference in the rate on coal, would be at a disadvantage as against a competitor upon either of the other three roads mentioned.

The record shows that as to the Mobile & Ohio Railroad Company for a period of six months, 20 per cent or more of the coal shipped over that road was shipped to intermediate points; as to the St. Louis, Iron Mountain & Southern Railway Company, for the same period, the record shows 154 cars of coal shipped to East St. Louis and 142 cars of coal to intermediate points.

The Mobile & Ohio Railroad Company and the St. Louis, Iron Mountain & Southern Railway Company have both asked in this proceeding to be relieved from complying with the Long and Short Haul Clause of the statute and assign their reasons therefor.

The Commission having fully investigated the record and the facts in relation thereto, in view of the situation in that particular territory and from the further fact that three of the roads hauling the same commodity

in the same territory to East St. Louis, comply with the Long and Short Haul Clause of the statute, the Commission finds that the circumstances and conditions set forth by the Mobile & Ohio Railroad Company and the St. Louis, Iron Mountain & Southern Railway Company, are not sufficient to justify the Commission in granting the relief prayed for, and in this particular case, for the reasons above given the petition of the Mobile & Ohio Railroad Company and the St. Louis, Iron Mountain & Southern Railway Company, and each of them for relief from the application of the Long and Short Haul Clause, must be denied.

Relief denied.

By order of the Commission this 19th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

#### Miscellaneous Docket No. 642

Wabash, Chester & Western Railroad Company  
Ex parte

#### *Application for relief under the Long and Short Haul Clause of the statute*

This is an application by the petitioner herein to be permitted to protect a certain rate for the shipment of coal from Cutler to Menard in the State of Illinois. The first paragraph of the petition reads as follows:

"The present rate on coal from Cutler to Steelville in accordance with schedule prescribed by your Commission is 34 cents per ton and to Welge 47 cents per ton. For several years we have protected rate of 50 cents per ton from Cutler to Chester, which is less than the rate prescribed as the maximum by your Commission. We desire to protect rate of 30 cents per ton from Cutler to Menard, this rate to apply only on coal consigned to the Southern Illinois Penitentiary and the Asylum for the Criminal Insane. There has never been any movement of coal to Menard excepting that for the penitentiary and the asylum, and there presumably will not be."

Among other things the second paragraph of said petition says:

"We would like your authority for the protection of the 30-cent rate, as limited above, to Menard without the necessity of making any reduction in our 50-cent rate to Chester and our 34-cent rate to Steelville, on coal consigned to the general public, even though these points are intermediate between Cutler and Menard. (Also 47-cent rate to Welge)."

To grant the prayer of this petition would be permitting the railroad to furnish coal to the Southern Illinois Penitentiary and the Asylum for Criminal Insane at Menard—being the longest distance—at a cheaper rate than is given to the intermediate stations. The Commission is unable to find any authority by which it would be authorized to grant a different rate to a railroad for delivering coal, or any other product, to the State than it would to any person, and the reasons given for protecting the rate of the Long Haul without effecting the rates at the intermediate stations does not justify the Commission, in its judgment, in granting the prayer of this petition.

The reference made in the petition to the holding of the Attorney General some years ago that special rates for the State could be made without effecting rates for the general public—for the delivery of stone for highway purposes—has no application to this case.

And the Commission being fully advised in the premises does hereby order, adjudge and decree that the prayer of said petitioner be and the same is hereby denied.

By order of the Commission this 19th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
RICH. YATES, *Commissioner*.

## CIRCULAR LETTERS FROM THIS DEPARTMENT, OF GENERAL INTEREST

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SUBJECT: CAR SUPPLY

January 15, 1913

*To Whom it May Concern:*

The investigations made by this Commission during the past fall and early winter have demonstrated that there is a large increase in the demand upon railroad companies for coal car equipment for the movement of sand, gravel and crushed stone for the construction of good roads throughout the State; also for building purposes, because of the large increase in the use of cement for building purposes. This demand for cars for that purpose is making it very difficult for the coal-hauling roads to furnish necessary equipment for the transportation of coal. These cars are being used for the purposes above mentioned, thus decreasing the number of cars available for hauling coal, and preventing the coal mines of the State from receiving sufficient equipment to properly handle the supply, as well as the buyers of coal throughout the State, from receiving sufficient amount of coal for the use of consumers, and had the winter been intensely cold, a much greater hardship would have been sustained than has been.

Our investigation leads us to believe that if there was a united effort and a mutual co-operation on the part of shippers and public officials throughout the State, who are purchasing and shipping material for road construction and building purposes, as to the time of year such material shall be shipped, and mutually agree, as far as possible, to ship it between April 1 and October 1, it would greatly increase the available equipment for movement of coal.

We therefore desire to call the attention of all highway commissioners and other shippers using large quantities of sand, gravel and crushed stone, to as far as possible, arrange for the shipment and hauling of the same between April 1 and October 1, that being the best time of year, we assume, for the construction of roads and the use of building material.

If this is done, it will relieve in a large measure the equipment very much needed between October 1 and April 1 for the handling of coal, and frequently grain, throughout the State.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

WM. KILPATRICK, *Secretary*.

SUBJECT: BILL OF LADING

SPRINGFIELD, ILL., January 27, 1913

MY DEAR SIR: The matter of a uniform bill of lading has been before our Commission in various forms for some time. At no time, when it was presented, has the Commission had sufficient time to give to so important a subject full consideration, and at the last classification meeting on January 15th it was determined to set apart a day for hearing of persons interested in this subject.

The question before the Commission for hearing at this meeting will be the desirability of providing in Illinois Commissioners' Classification, a uniform bill of lading contract.



This meeting will be held in the offices of the Commission in the city of Chicago on Wednesday, February 5, 1913, at 10:00 A.M. You are cordially invited to be present to take part in the hearing, if you desire to do so.

By order of the Commission.

O. F. BERRY, *Chairman*.

SUBJECT: GRAIN CARS

February 5, 1913

DEAR SIR: There is a complaint before the Commission in regard to the proper rule to govern the distribution of grain cars in the State of Illinois. The Commission have decided in one or two cases what that rule should be and the decision of the Commission, without appeal, has been questioned. On the date of Tuesday, February 11, 1913, at the office of the Commission in Chicago, Room No. 714 Insurance Exchange Building, the Commission desire to hear from the legal and transportation departments of all of the railroads operating in the State as to the proper rule to apply which would conform to the Constitution and statutes of this State and would like very much to have the opinion, orally or by brief, presented at the date of this meeting. Will you be kind enough to look into this matter carefully and give the Commission the benefit of whatever explanation you may have to offer in this very important matter.

Respectfully yours,

WM. KILPATRICK, *Secretary*.

SUBJECT: CLEARANCES

SPRINGFIELD, ILL., May 15, 1913

DEAR SIR: During the month of January, 1911, the Commission called an informal meeting of the representatives of the electric roads operating in this State, for the purpose of discussing the question of minimum structure clearances. As a result of this discussion, and from other data gathered from time to time, plans have been drawn showing diagrammatically the minimum structure clearances allowable for future construction—depending on the character of traffic handled. A copy of this plan, No. 10-A, is enclosed herewith and is presented as a tentative proposition.

In order to give the electric railroad companies an opportunity of examining these plans and offering such suggestions as may seem to them advisable, the Commission has called a meeting to be held in their offices in Springfield, at 2:00 o'clock P.M. Tuesday, June 3, 1913.

We desire that you be represented at this meeting.

By order of the Commission.

[Signed] O. F. BERRY, *Chairman*

SUBJECT: CONDITION OF EQUIPMENT

May 28, 1913.

MY DEAR SIR: In August, 1912, the Commission sent a letter to each of the railroads of this State, requesting and directing that all locomotives and other equipment necessary for the handling of grain and coal of the State be at once put in condition for use. We received very hearty response from the several railroads to that request and we have reason to believe that a large amount of equipment is in service this year, which was not in service last year, and yet it is manifest that there will again be a shortage of cars unless all parties interested work together.

We have just sent out another letter along this same line, requesting and directing that all equipment of the roads of this State, outside of the State, be called in for use here, and that all locomotives and other equipment be put in condition for service.

In our letter to shippers last year, we said, among other things:

"Unless the most thorough co-operation is practised by both the railroad companies and the shippers, it will be extremely difficult to move

the present grain crop promptly to the market. To that end we suggest that shippers order no more cars than they are able to load quickly, and that when received they load them promptly.

"Merchants using cars for any purpose that could be used for shipment of grain, we earnestly request to unload their goods as rapidly as possible in order that the cars may be reloaded by grain shippers at the same point. We urge that cars be loaded as soon as placed, and that they be loaded as near their full capacity as possible; and if you receive loaded cars, unload them promptly, thus making an empty car.

"The Commission wants to emphasize at this time that cars are made for transportation of products and not for storage or warehouse purposes, and if your neighbor is holding cars for storage purposes that could be unloaded, he deprives you of an empty car that you need."

We have reasons to believe that the suggestions made in the letter quoted from, were in a large measure followed, and it assisted materially in relieving the situation at that time.

May we urge that the same assistance be given at this time. We expect to give our best services to this matter and with the hearty co-operation of all parties, we feel that the products of this State can be moved without serious delay.

Yours very truly,

[Signed] O. F. BERRY, *Chairman.*

[Signed] WM. KILPATRICK, *Secretary.*

SUBJECT: CAR SHORTAGE

May 28, 1913

MY DEAR SIR: In August, 1912, the Commission sent a communication to the railroads of this State calling their especial attention to the great shortage of cars, and in many instances the motive power, for movement of both grain and coal.

Our investigation at that time convinced us that many of the roads had more or less equipment which was unfit for use, and the fact was also developed that a large number of cars as well as locomotives were out of service entirely. In a few instances our investigation indicated that there was some reason for this condition of affairs, but in most cases there seemed to be no justifiable reason. It appeared to us then that if the roads had their equipment in proper repair and ready for use, the business of the State could be reasonably well taken care of.

In the communication referred to, the Commission requested the respective roads to take steps at once to put in condition all their equipment for use late in the year 1912, also for the year 1913. Reply from many of the roads was very encouraging and we have reason to believe that much of that kind of work has been done during the last year, but it is equally true that there is a large amount still necessary to be done.

It also appears to the Commission from investigation that a large number of cars of Illinois roads are out of the State, being used by foreign roads, and largely for the same purpose for which they are needed in Illinois. The residue of the crop of 1912, especially corn, is now beginning to move and will move in large quantities in the next few weeks. It is very important to the shipper as well as the railroad company, that this grain be moved promptly, and the Commission desires that the operating department of every road in this State, immediately upon receipt of this communication, recall as far as possible their cars for use in this State, and also call especial attention to the distribution of cars. It has seemed to us at times that the matter of distribution was not thoroughly organized, as it should be. We found it a common occurrence, when cars were needed very badly in a certain locality, when our inspectors were in the neighborhood, that empty cars were standing on the tracks nearby and had been for several days. It was also found that cars were frequently moved very slowly.

We realize the large amount of detail work necessary for the proper distribution of cars throughout the State by the respective roads, but it is

imperative that every railroad company should have in order all of its equipment so that the farmer and the shipper may be properly accommodated during the next few months. By the time the old crop is moved, the new crop will be ready for movement.

The Commission therefore most earnestly requests and directs that each of the respective roads of this State give special attention at once to their locomotives as well as their cars for the movement of grain of the State.

We have reason to believe from the hearty response received from the roads last year when we asked them to put their equipment in order, that most if not all of the equipment is in condition for service. If this is not true, it should be done at once, and the Commission expects to make continuous and careful examinations along this line.

By order of the Commission.

[Signed] O. F. BERRY, *Chairman*.

[Signed] W. M. KILPATRICK, *Secretary*.

SUBJECT: CLEARANCES—STEAM ROADS

SPRINGFIELD, ILL., September 18, 1913

DEAR SIR: This Commission has under consideration the matter of prescribing rules relating to horizontal and vertical clearances. As to vertical clearances the Commission has a well established rule; they shall not be less than 22 feet where the physical conditions and surroundings make it possible.

As a result of inspections and from other information, we find that the horizontal distances vary considerably, and there appears to be considerable variation in the rules of the railroads.

We enclose for your information data relating to the abnormal widths of freight car equipment. While some of these extraordinary widths do not apply to the equipment on some of the individual roads in this State, nevertheless you are apt to handle these cars.

To the end that the Commission may secure information and your views as a basis for formulating rules relative to clearances, it has set the first day of October, 1913, for a hearing to be held in the offices of the Commission in the city of Chicago at 10:00 A.M.

If this matter interests you, you or your representative are requested to be present.

Yours very truly,

O. F. BERRY, *Chairman*.

SUBJECT: RULE 23

September 20, 1913

MY DEAR SIR: Some months ago the Commission deemed it wise to repeal Rule No. 23 in regard to switching, for the reason that it had been in the Federal Court so long and undisposed of and the Commission felt some other action was necessary to be taken at this time.

The Commission has been considering the readoption temporarily of old Rule No. 23, but before doing so, or adopting any rule in regard to switching, realizing the importance to both shippers and the carriers of a rule governing this matter, we desire the several railroads, as well as shippers to meet with the Commission and present their views in relation thereto for the information and assistance of the Commission in preparing a rule for presentation and adoption, and we have fixed October 1, 1913, at 2:00 P.M., for a meeting at the office of the Commission in Chicago for that purpose.

Will you please be represented at that meeting.

Yours very truly,

[Signed] O. F. BERRY, *Chairman*.

## SUBJECT: STREET AND HIGHWAY CROSSINGS

October 30, 1913

MY DEAR SIR: As a result of the conference held at Springfield on October 4, 1913, called by Governor Dunne for the consideration of safety at street and highway crossings, you are requested to furnish the following relating to streets and highways crossed by the tracks of your company in this State:

*First*—A right-of-way map, to cover road owned and leased (but not operated under trackage rights), on such scale as these may happen to be drawn to, for each division or district of your road, showing each street or highway crossed.

It is requested that each street or highway crossed by your road at grade shall be colored in red, the streets and highways which cross over your road in yellow, and those crossing under your road in green.

Each street and highway crossing on the right-of-way maps shall be designated by number, letter or name to correspond with the number, letter or name in form 7 sent to you under separate cover.

Each right-of-way map should be plainly marked at each end of it, indicating the name of the road, division or district, the extent of the same from station to station and the date.

*Second*—We are sending you under separate cover a supply of necessary blank forms number 7, which we believe will be sufficient to cover the information asked for on your road. Where the road is subdivided into divisions or districts, please bear in mind that a sufficient number of the various sheets must be used to make a complete volume for each. If extra sheets are needed they will be supplied upon request.

Each crossing referred to in form 7 should be numbered, lettered or named to correspond with the number, letter or name indicated on the right-of-way maps.

As soon as the data for any division or district of your road is in complete form, please send at once to this Commission at Springfield, Ill.

Kindly acknowledge receipt of this communication and blanks.

Yours very truly,

O. F. BERRY, *Chairman.*

## INVESTIGATION OF ACCIDENTS

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TRAIN ACCIDENT—UNION EL. LOOP—CHICAGO, JANUARY 8, 1913

CHICAGO, ILL., January 8, 1913

*To the Railroad and Warehouse Commission, Springfield, Illinois.*

GENTLEMEN: In accordance with Mr. Ewald's verbal instructions, I made today an investigation of the derailment on the Union Elevated Loop in Chicago at 6:41 A.M., January 8, 1913, and find the following facts:

1. A Chicago and Oak Park Elevated R. R. Co. train, consisting of three cars—motor cars 122 and 112, and coach 5—and in charge of the following trainmen, Motorman Jas. Hutt, Conductor H. S. Whitcomb, and Guard Dan. Fuller, left Forest Park at 5:54 A.M., and arrived at 6:40 A.M., on time, at the loop station at Van Buren Street and South LaSalle Street. Leaving this station, and proceeding on the outer loop track, the train had proceeded the greater part of the way around the curve at Van Buren Street and South Fifth Avenue, when the rear truck of coach No. 5, the rear car in the train was derailed at the southwest corner of the frog at the grade crossing of the curved outer loop track and northerly track of the two tracks on the elevated structure on Van Buren Street.

2. The coach remained coupled to the rest of the train until approximately 100 feet beyond the north end of the curve, where the rear truck climbed the outer guard rail, and fell on its side in South Fifth Avenue on the west side of the elevated structure.

3. There was but one passenger in the coach at the time of the derailment, while the guard was on the front platform of the coach. Before the coach fell off the elevated structure, the guard had opened the front door and got the passenger over into the middle car of the train, where he followed, so that no one was injured.

4. The motorman, who has been in service of the C. & O. P. Elev. R. R. Co. estimates the speed of his train around the curve at eight miles per hour, which is supposed to be the speed limit at this point.

5. The frog where the derailment occurred is of substantial construction, and made of manganese steel. It has been in service for less than a year, but on account of the heavy traffic over it, is commencing to show signs of wear. Starting a few inches back of the point, the surface of the rail has been worn down for a depth of about a quarter of an inch for a distance of about a foot. Six inches back of the frog point, this frog has been battered back out of line about a quarter of an inch.

6. The track was gauged and found to be 4 feet nine inches, which approximates the proper gauge for such sharp curvature, the radius of the curve being 210 feet.

7. At first the officials of the elevated roads thought that some small obstruction between the rail and guard rail might have caused the derailment. Nothing has been found, however, to substantiate this theory, though a very small object would cause such an accident on such curvature. The other most acceptable theory of the cause of the accident is, that the condition of the frog was responsible. It is highly probable that the train was accelerating at the time the rear truck left the rail, as the greater part of the train was on tangent, and this acceleration may have come at a time

when the wheel was just ready to come upon the worn part of the frog, so that the rear car received relatively high speed momentarily.

8. Such a combination of higher speed of the rear car and a rough frog, could very well be responsible for a derailment. Which is the real cause of the accident, cannot be determined, but the frog, while not broken or otherwise structurally unsafe, is worn so that it should be replaced, especially in view of the heavy traffic over this loop track.

9. The cars of the elevated roads are equipped with emergency air brake valves both inside the cars and on the platforms. At this speed of eight miles per hour, the train could have been stopped very quickly by the guard who first discovered the accident, but the short distance traveled between the time the car left the rail and the time it fell into the street indicates that the interval could not have been over fifteen seconds, and the guard took the course that enabled the passenger in the car to escape before the accident became serious.

10. In conclusion, it may be said that the trucks of the car were examined and found in good shape, and in no way responsible for the derailment.

Yours very truly,

[Signed] W. A. VAN HOOK,  
Assistant Engineer.

EAST ST. LOUIS, ILL., January 13, 1913

*Railroad and Warehouse Commission, Springfield, Illinois.*

GENTLEMEN: Pursuant to your message of this date relative to accident in the East St. Louis yard of the C., C., C. & St. L. R. R. Co., I investigated and found the following facts:

1. This was a case of burning the crown sheet of C., C., C. & St. L. switch engine No. 7285 caused by engine crew not keeping adequate supply of water in the boiler.

2. The crew took this engine at about 7:30 P.M., January 11th, and proceeded with work as directed by the foreman. At this time the engine was in serviceable condition and there was no sign of any serious boiler defects.

3. Mr. W. M. Light, a fireman was handling the engine and D. A. Leffler was firing. Mr. Light was twenty-eight years old with about three years experience around locomotives. He was employed as a fireman by the C., C., C. & St. L. in December of 1910, and has never been examined as to his qualifications to assume the control and responsibility of running a locomotive. Fireman Leffler had fired only six (6) days prior to the day of the accident.

4. The engine was equipped with a No. 9 Monitor injector on each side of the boiler, both being in good condition. Three gauge cocks and a waterglass were located on the boiler-head and from testimony of Mr. Light, were in safe working order at the time of the accident. When I inspected engine I observed that the handles from the lower water glass cock and lower gauge cock were broken off, but Mr. Light testifies, that was done on some unknown manner after the accident. From an inspection made inside the firebox, I found that entire heating surface of crown sheet and side sheets had been exposed to a point about seven inches below the side seams and the pressure forced left side of crown sheet down and loose from about 260 radial stays. There was also nine flues pulled through the flue sheet at upper left hand side.

5. Mr. Light states that he trusted Fireman Leffler to supply boiler with water and used injector on his side as a heater. This, in my judgment, contributed in some degree to the accident, as the crew was a young and inexperienced one and no doubt like many young enginemen, and occasionally older ones, their first thought was on keeping up the speed in obedience to the signals of the switchmen instead of being to properly safeguard the locomotive, and this sacrifice, I think, was made to the detriment

of both employer and employee. Fireman Leffler sustained steam burns on his body that were not serious.

6. The only remedy for accidents of this character is to impress and keep fresh on the minds of the engine crew, and at all times have them realize the responsibility and necessity of properly safeguarding a locomotive boiler when under their care.

Yours truly,

[Signed] A. R. LAYMAN, *Inspector.*

DERAILMENT, LOOP DIVISION NORTHWESTERN ELEVATED RAILROAD COMPANY,  
CHICAGO, JANUARY 15, 1913

CHICAGO, ILL., January 23, 1913

*To the Railroad and Warehouse Commission, Springfield, Illinois.*

GENTLEMEN: On January 15, at 8:05 A.M., the rear car of a Ravenswood train of the Northwestern Elevated Railroad Company was derailed while turning a curve on the loop division at South Wabash Avenue and East Van Buren Street, Chicago. Under verbal instructions from Secretary Kilpatrick, I have made an investigation of this train accident and beg to submit the following:

1. The train left the Western Avenue terminal on the Ravenswood branch at 7:28 A.M., and arrived at the station at Adams Street and Wabash Avenue about 8:04 A.M., on time. The train consisted of five cars—front motor No. 72, motor No. 70, coaches No. 311 and 310, and rear coach No. 309. It was in charge of the following trainmen:

Motorman, J. G. Theisen, 12 years in service.

Conductor, R. V. Conklin, 7 years in service.

Guard, William Klein.

Guard, R. Drake.

Rear Guard, J. Szudzinski, 3½ years in service.

2. At the time of the accident the train was traversing the curve from the easterly track in South Wabash Avenue to the south track in Van Buren Street, and the car is supposed to have derailed at the intersection of the northwest rail of this curve with the west rail of the west track in South Wabash Avenue. Only the rear trucks of this car became derailed.

3. As soon as the shock of derailment was felt, rear guard Szudzinski pulled the emergency valve on the rear car and brought the train to a stop at a point about fifty feet beyond the point of derailment, but not till the rear end of the car, No. 309, struck the interlocking tower and caused considerable damage to it. Our understanding is, there were four or five passengers in the car at the time, but no one was injured.

4. Two days previous to the accident new crossing frogs had been installed at the intersection of these two tracks. These frogs were all made of cast manganese steel and of substantial construction. They were manufactured by William Wharton, Jr. & Company, from a design which has been in use on the elevated roads in Chicago for a number of years. This design calls for a gauge of 4 feet and 8½ inches on a tangent and 4 feet and 9 inches on curves, the additional width of ½-inch gauge being necessary on account of the sharp curvature.

5. All four rails of the crossing were provided with guard rails. On the straight track the design called for a distance of 1¾ inches between track rail and guard rail and for a width of 2¼ inches between track and guard rail on the curved track.

6. At the time of the inspection the gauge of the curved track varied from 4 feet, 8½ inches, to 4 feet, 9½ inches, but Engineer Fallon of the elevated companies states that the rail on the outside of the curve had been drawn in some ¾-inch, so that at the time of the accident the gauge probably varied from 4 feet, 8⅞ inches, to 4 feet, 9⅞ inches.

7. While the design called for a width of 2¼ inches between the track and the guard rail on the curved track, measurements taken since the

accident show the following width between the northwesterly main track rail of the curved track and the adjacent main track rail:

	Inches
4 feet north of frog A.....	2 5/8
2 feet north of frog A.....	2 1/2
At frog A.....	2 1/4
4 feet south of frog A.....	2 1/4
8 feet south of frog A.....	2 3/8
At north point of frog B.....	2 3/8
At south point of frog B.....	2 1/8
2 feet west of frog B.....	2 3/16
4 feet west of frog B.....	2 1/4

Since the accident and the first inspection of the frogs, the point south of frog B has been ground off so that the measurement of  $2\frac{1}{8}$  inches given is not  $2\frac{1}{2}$  inches.

8. According to the officials of the elevated railroads the derailment occurred at this frog B. From the table of widths given above it appears that the throat of the frog had a width of  $2\frac{1}{4}$  inches instead of  $2\frac{1}{8}$  inches called for in the plan. This width is  $2\frac{1}{4}$  inches, called for in the plan of the frog is such that standard M.C.B. wheels, which are standard on this road, will all take pressure in going around curves. In other roads it is the width which will permit wheel on the outside of the curve to press against the outer rail, while the inside wheel on the same axel will press against the guard rail. If the gauge through wear on the track should happen to be increased slightly, the outer wheel would cease to press against the outer rail, and the centrifugal pressure of any pair of wheels would all be taken care of by the pressure of the inner wheel against the inner guard rail. The fact that the width between guard rail and main track rail at the south point of frog B, was but  $2\frac{1}{8}$  inches, would aid in bringing the entire pressure on the inner wheel. This in turn, through the fact that the guard rail must be broken at the frog points, may have resulted in the front wheel of the rear truck climbing the point, owing to the fact that all of the centrifugal force of the rear truck was pressing against the guard rail.

9. By the time Assistant Engineer Van Hook and myself reached the point of derailment, (January 17) there were very few evidences left on which to base an opinion as to what was the real cause for the derailment of this car. It may have been caused by something having dropped from the car and become lodged in the frog, or it may have been caused by the lurching of the car due to the sudden application of power, or the condition of the frog, which measurements show were not absolutely perfect with respect to curvature and throat clearance.

A peculiarity in connection with the derailment of this car is the fact that a similar derailment occurred to the rear trucks of a rear car in the Chicago and Oak Park train at a frog point on the loop division at West Van Buren Street and South Fifth Avenue on January 8. While the frogs in use at this point were considerably worn, in both cases the cars were practically running light.

As a result of a conference held in the office of the Commission in Chicago yesterday and attended by Commissioner Eckhart and President B. I. Budd, president of the Chicago Elevated Railway Company, we learn from Mr. Budd that the company now is making and has in contemplation the following improvements, with a view of avoiding derailments of this kind in the future. These improvements are:

"(a) The construction of an additional wheel guard on the outside of all curves on the loop division and 12 inches from the present wheel guard in use. This new wheel guard is made up of three pieces of 4-inch x 12-inch stuff, bolted together, the inside of which will be faced with angle iron 4-inch x 6-inch.

"The work of placing this inside wheel guard is already completed at South Wabash Avenue and East Van Buren Street and at South Fifth Avenue and West Van Buren Street.



"(b) For a number of years the elevated railroad companies have been using cast manganese steel frogs, which is made up of material which is very costly. Their idea was to secure the best form of frog possible, but in the casting of these frogs it is a difficult matter to secure perfect alignment. More or less grinding is necessary to secure this alignment and proper clearance distance between the track rail and guard rail. In order to secure frogs which can be manufactured with more perfect alignment and be less rigid, the company has placed an order for frogs to be made up of rolled manganese steel, and frogs of this character will be the standard in the future, instead of cast steel manganese steel.

"(c) At all crossing points on the loop division clearance posts are being located beyond each crossing for three cars, four car and five car trains in order that the motorman may know definitely when the rear end of the train had passed the crossing and avoid the possibility of whipping the rear car of their train by speeding up through the application of additional power. This will tend to prevent the lurching of cars while going around the curves, the idea being to maintain a uniform rate of speed if possible.

"(d) The accident which happened at South Fifth Avenue and West Van Buren Street on January 8 might have been lessened in its results if the signal man located in the tower at that point had some form of signal to notify the trainmen to stop. In this instance the tower man saw the train was derailed but he had no means of signaling the trainmen to stop. President Budd, of the Chicago Elevated Railways Company informed the Commission yesterday that some form of audible signal would be installed at all of the towers in the loop division, to be used in the case of emergency, such as the two derailments which recently have occurred.

"(e) Another rule which has been adopted since these train accidents is one which requires all trainmen to stand on the platform with their hand on the bell cord for the purpose of signaling the train to stop in case of accident.

"(f) All motor cars in service now are equipped with an automatic appliance, which is an arm in a depending position designed to contact with a track trip. This physical contact opens a valve in the train line and applies the train brakes automatically. At the conference yesterday President Budd submitted the idea of equipping all coaches with this appliance to be used in case of emergency, in case a car became derailed. In case of derailment the depending arm of the car equipment of this safety appliance would come in contact with the track substructure as result of the lowered position of the car after it leaves the rails, and apply to train brakes automatically and stop the progress of the train before much damage is done. This is an emergency appliance which would undoubtedly tend to lessen the damage and prevent what might culminate in injury and death to employees and passengers."

Following the derailment at South Wabash Avenue and East Van Buren Street, the company issued an order reducing the speed of trains around curves in the loop from eight to six miles per hour. This at once had a tendency to congest traffic, because trains could not be moved around the loop fast enough. In order to give the Commission an idea of the amount of traffic handled the following information is submitted which has been furnished the Commission by President Budd.

#### UNION LOOP

Total passengers carried 1898-1912, inclusive .....	1,098,284,800
Total number of cars 1898-1912, inclusive .....	23,506,000
Total number of passengers killed, which includes all boarding and alighting and train accidents .....	8
Total passengers carried during the year 1912 .....	101,351,240
Total number of cars during the year 1912 .....	2,326,128

## ALL ELEVATED ROADS

Total traffic, including main lines and loop for years 1896-1912... 1,848,790,757  
 Number of passengers killed on all roads, which includes all  
 boarding and alighting and train accidents, for the years  
 1896-1912 ..... 35

As stated above it is impossible to give the exact cause for this derailment. It may have been any one of the three or four above mentioned causes, or the result of a combination of them. In my judgment, the order reducing the speed from eight to six miles per hour adds nothing to the safety in the operation. What is important, however, is to maintain a uniform rate of speed when the train starts to go around such curves as these on the loop division. This suggestion, if it can be carried out with practical effect, in connection with the improvements suggested by President Budd, if fully carried out, ought to prevent any more such train accidents.

Apparently, the managing officers of the elevated roads are making every effort to eliminate such train accidents, and to this extent, at least, they are to be commended.

Respectfully submitted,

[Signed] F. G. EWALD,  
*Consulting Engineer.*

DERAILMENT—I. C. R. R., MELVIN, JANUARY 24, 1913

CHICAGO, ILL., February 4, 1913

*To the Railroad and Warehouse Commission, Springfield, Illinois.*

GENTLEMEN: Following your verbal instructions of January 25, I visited Melvin on January 25, and made an investigation of the derailment near that point which occurred on January 24, on the Illinois Central R. R., and on January 28, attended the formal investigation in the offices of the Illinois Central R. R. Co. in Chicago, and find the following facts:

1. On January 24, at 3:58 P.M., I. C. R. R. passenger train No. 20 became derailed at a point on the Chicago-St. Louis line of that railroad approximately one mile northeast of Melvin depot. The engine tender and all five cars in the train were derailed, three of the cars were overturned down an embankment and the derailment resulted in the injury of one employee and twenty-four passengers.

2. I. C. R. R. passenger train No. 20 is scheduled to leave St. Louis, Mo., at 10:35 A.M. daily, arriving at Clinton at 2:42 P.M., where engines are changed; leaving Clinton at 2:45 P.M., and at Chicago at 6:35 P.M. On the day of the accident, after leaving Clinton, the train consisted of engine No. 1085, combination baggage-smoker No. 877, coaches No. 2135 and 3627, dining car No. 4076, and I. C. parlor car No. 3826. The engine was of the Pacific type, built in 1911, was placed in service January, 1912, had been shopped in September, 1912, and altogether had been run 80,000 miles up to the time of the accident. The cars were of all steel construction, all having been placed in service for the first time during 1912.

3. On the day of the accident the train was in charge of S. Burt, engineer; W. H. Goetz, fireman; Thos. Hays, conductor; W. W. Fullenbau, brakeman; and ——— Wright, baggageman. Track Supervisor G. R. Fitzgerald, in charge of track on this part of the line, was riding the engine at the time of the accident. Engineer Burt had been in the service of the I. C. R. R. Co. since 1877, and as engineer since 1892, making trips over this part of the road frequently. Fireman Goetz has been in service seven years, and is now assigned to runs between Chicago and Clinton and Campaign and Clinton. Supervisor Fitzgerald has been engaged in track work for eighteen years, and is over this part of the line at least every week, and generally more often.

4. Train No. 20 is scheduled at an average speed of 43 miles per hour between Clinton and Chicago, and between Melvin and Roberts, the next station north, is scheduled at 46 miles per hour. On January 24, it left Clinton one minute late, and at various towns between Clinton and Melvin was from one to four minutes late, except at Belleflower where it was

reported on time. At Guthrie, the first station south of Melvin, it was reported four minutes late, and though there is no telegraph office at Melvin, where it is due at 3:54 P.M., the crew state that the train was derailed at 3:58 P.M., which would indicate that it was two to three minutes late at Melvin. In all probability therefore the train at the time of the accident was making approximate schedule time of forty-six miles per hour, though the crew say not over thirty-five miles per hour.

5. North of Melvin, at a point some 1,400 feet south of Chicago, mile post 99, some one truck in train No. 20 became derailed. The first marks on the ties are  $5\frac{7}{8}$  inches from gauge of rail, and the derailment was to the left side of the track in the direction the train was running. Excepting a small bright mark on the outside of the ball of the left rail, there was no indication of either the fact or the cause of the derailment. Within forty feet of the first mark on the ties, the wheel marks on the ties had reached the center of the ties, and the left end of the ties, and from this point north, the derailed truck traveled with the right wheels in the center of the ties, and the left wheels on the left end of the ties, until a bridge was reached 340 feet north of the first marks of the derailment. Up to this bridge, the ties, mostly new and two-thirds being of hardwood, were but slightly marked by the wheels, but the left wheels on reaching the bridge, rode the left wooden wheel guard, timber dapped  $\frac{3}{4}$ -inch, while the right wheels running in the center of the bridge ties, broke these ties, and gave the first break in the hitherto intact track structure. The right rail became broken, and one end of this broken bridge rail became entangled in a truck of the second car. All of the train passed over this bridge, but immediately north of the bridge, the track was torn up for a distance of over 350 feet, though the left rail was left on the ties and did not become disconnected, though two rails on this side and immediately north of the bridge were turned part way over to the left, but not marked in any way. The left wheel guard on the bridge was destroyed.

6. After leaving the bridge, the train left the roadbed towards the right-hand side, and the first three cars were overturned on the left side of the embankment, some 10 feet in height, and the first car came to a rest 475 feet beyond the bridge, which was a two-span pile structure. The engine at no time became derailed, though the tank was derailed when the first car went over the side of the embankment, and broke loose from the tender through the breaking of the coupler knuckle at the front end of the first car. The tender and engine proceeded on up the track to a point where they became stopped some 1,050 feet north of the bridge and immediately opposite mile post 99. The tender derailment was to the left of the rails, and marked the ties from the north end of the destroyed track to the point where the tender stopped. The tender remained coupled to the engine, both coupling bar, pins and safety chains being intact after the accident. The first car came to rest on its side with the front end close to the track and the rear end at the foot of the embankment, as though it had been dragged off the track by the cars in the rear, and had only toppled over when the knuckle of its front coupler broke, freeing the tender and engine. The second car broke loose from the first car, and turning over on its right side, this car came to rest, with its front end headed away from the roadbed, and overlapping the first car's rear end. The third car followed the second down the embankment and also turned over immediately behind the second car. The diner, or fourth car, came to a stop with the front end part way over the embankment, and with the car partly turned on its side. The parlor car in the rear of the train, remained upright on the destroyed track.

7. The train received comparatively little damage. The engine was not injured, was rerailed, went to Chicago under its own steam and was in service again the next morning. The tender was but little injured, was rerailed and went into service with the engine. The cars were but slightly damaged, with a few broken windows, and broken battery boxes, pipe, etc., caught by the broken ties. The trucks of all the cars received heavy damage, principally broken pedestals. The all steel equipment undoubtedly prevented a disastrous accident so far as personal injuries were concerned,

and the construction responsible for the comparatively slight damage to equipment.

8. The track is laid with 85-pound A.S.C.E. section rail, made at the South Works of the Illinois Steel Co. in 1903, laid in 1904, and in very good condition. The joints are 42-inch 6-hole angle bars. The ties are spaced 19 to 33 feet rail, and some 75 per cent are hardwood, white and red oak, while the remaining 25 per cent are new creasoted loblolly pine, installed this last summer. For a distance of over a thousand feet back of the derailment, there were but three ties found which might be considered unfit for service. There were no broken ties, and the tie conditions were unusually good. The ballast, run of pit gravel, extended some 12 inches below the ties, and is fair ballast. A 5-inch ballast raise was given this track last summer during June and July, and the track line and surface were good, and in fact very good, considering the quality of the ballast. The track could be classed as safe for speeds upward of fifty miles per hour and should carry traffic safely at sixty miles per hour, though this is not true of all the track on this line, and only refers to the newly ballasted track in the vicinity of the wreck and at other points. There was found nothing in the track conditions which can be held responsible for the derailment.

9. The wheels of most of the trucks of the train were gauged and found in good condition, with good flanges, and axles, and to gauge, and this examination included all trucks of the tender and first two cars, one of which was certainly the first derailment. The broken condition of parts of the truck prevent any thorough inquiry as to whether some defective or broken truck is responsible, but nothing was found near the point of derailment, such as a nut or broken brakeshoe, which might have caused the accident. A small fragment of brakeshoe was found near the bridge, but it is doubtful if it could have been carried that far, or could have been carried at all if it fell on the rail, and derailed a truck.

10. The derailment is peculiar, in that it is difficult to find out what truck was first derailed. While there is nothing in the condition of the track to cause the accident, and so far as known nothing in the equipment which could have caused it, the fact remains that there was a derailment, and that some one truck in the train was suddenly turned from the limits of its course on the rails. The flange of the left wheel cleared the rail as the one truck left the track, and the most obvious conclusion is that some small object, so far undiscovered, derailed one truck.

At first it was thought that it might have been a tender derailment, but the only evidence to that effect is that the derailment was to the left, and the tender when finally stopped was to the left of the rails. But this conclusion is not satisfactory for several reasons. The tender trucks received but little damage, and could have scarcely traveled on the ties for 1,400 feet without derailing the engine, or causing heavy damage to the tender trucks. Again, the tender is too closely coupled to the engine to permit it to have one truck traveling in the center of the track, and the testimony of the engine crew and track supervisor, all of whom were sitting in the engine, was that the tender was on the track until the bridge was reached, and perhaps for a few seconds after. In addition, each wheel of the tender, of which there were eight, carried twice the load each wheel of the six-wheel trucks of the cars carried, and yet the tender trucks came out of the derailment practically uninjured, while those of the cars received heavy damage.

The conclusion therefore is that the front truck of some car, in all probability the second car, left the track first, the rest of the train staying on the track until the bridge was reached, and the ties commenced to break. That it was the second car is deduced from the position of the cars after coming to a stop.

11. While there can be no definite cause shown, the most plausible inference is that this derailment is due to some small object falling on the rail, and derailling the front truck of the second car in the train. The only questionable feature of this conclusion is that the derailment was to the

left, while the car finally went over the right side of the embankment, without marking the left rail. I think that this is explained by the fact that when the bridge was reached, the right wheels were elevated by the wheel guard which they rode, and the fact that the left wheels were receiving at the same time obstruction through the breaking of the bridge ties, which would tend to still further increase the elevation of the left side of this one derailed truck, thus permitting these wheels to clear the left rail, and slewing the truck to the right, cause it to follow the course all the cars then followed. The second car would then drag the rear end of the first car with it over the side of the embankment, and this car dragging in turn on the tender as long as the coupling held, forced the front truck of the tender to climb the rails to the left, the pressure on the rear trucks of the tender being increased through the dragging of the train, and thus holding the rear truck of the tender on the track, until after the coupling broke.

12. There is nothing to show that the derailment could have been foreseen, or that there was any laxity responsible.

Yours very truly,

W. A. VANHOOK,  
Assistant Engineer.

EAST ST. LOUIS, ILL., February 2, 1913

*Railroad and Warehouse Commission, Springfield, Illinois.*

DEAR SIR: Pursuant to your message of the 25th inst., I attended an investigation held at Carbondale in the office of Supt. J. J. Gavin, of the St. Louis District of the I. C. R. R. Co., for the purposes of learning the nature and causes of an accident which occurred at DuQuoin on the morning of January 23. The investigation developed the following facts:

This was a rear end collision in which two extra freight trains were involved. Extra 917, south, had overtaken Extra 1683, south, on main track inside DuQuoin yard limits at about 4:30 A.M. Extra 917, south, consisting of engine and caboose, was in charge of T. A. Weaver, an engineer of about seven years experience, and C. E. Brown, a conductor of about fifteen years experience. About 4:54 A.M. the rear of this train was struck by Extra 992, southbound, which was in charge of C. A. Tweedy, an engineer of about five years experience, and Mr. Dugan, a conductor of about five years experience. All were men of good habits and excellent records. Extra 992 consisted of 38 carloads of grain weighing 1,850 tons and the impact of the collision drove the caboose and engine 917 a distance of about 150 feet and into the rear of Extra 1683, demolishing both caboose and the three rear cars of Extra 1683. The demolished cars were all of wooden construction.

At time of accident Conductor Brown of Extra 917, with his brakeman and flagman were in the caboose and C. H. Huddleson, the flagman, was killed, while the other two received minor injuries.

The caboose which was struck is equipped with a revolving signal lamp on the cupola, also markers on each side which display green or red in compliance with the rules of the company. Engineer Tweedy of the approaching train, his fireman and head brakeman testify that there was no light on cupola or right side of caboose and owing to a dense fog hovering at point of accident, their view was obstructed and they were unable to stop their train in distance that was clear. Conductor Brown and his brakeman testify that they looked at the rear lights of their train about ten minutes before the accident happened and the lights at that time were burning brightly. To undertake to determine whether or not these lights were burning resolves itself into a question of truthfulness between the men involved.

Members of both crews testify that a dense fog prevailed and as the track descends at point of accident for a distance of three-fourths of a mile it is likely that after the brakes were applied there was not sufficient time to affect a perceptible reduction of speed.

The district upon which this accident occurred is a double track line and the train order system of moving trains is in use. There is no automatic

block signal system in use at this point on this division, but the company have recognized the advantages of such and are installing a modern system which will soon be in operation.

From testimony submitted at this investigation and which I am not at liberty to reject or disregard it is evident that Engineer Tweedy of Extra 992 was approaching as a prudent engineer would have done under the same circumstances. No evidence prevails that the speed of his train was excessive, neither does the result of the accident indicate this. The train crew of Extra 917 pursued a very unsafe course in closeting themselves in a caboose during a fog, at the base of a grade on a main line near the outer limits of a train yard. While the rule they were working under did not require them to protect by flagging, yet under the conditions existing at time of accident they were morally obligated in the interest of safety to both themselves and their employer to exercise a course that would prevent an accident should the crew of an approaching train err.

The rules of the Illinois Central Railroad Company relieves crews of second and inferior class trains of flagging inside of yard limits except against first class trains, and the crew of Extra 917 cited the rule as their reason for not flagging on this occasion. The I. C. R. R. rule (93) is recited in the following language:

"Within yard limits the main track may be used, protecting against first class trains.

"Second and third class trains, and extras, must move within yard limits prepared to stop, unless the main track is seen or known to be clear."

The rule permits the use of main track upon the time of all except first class trains without protection of flagman and other roads of this State are operating under a similar rule. The rule of the Wabash R. R. Co. is as follows:

"Switching limits at stations where switch engines work are designated by yard limit boards. All trains will run carefully within yard limits, expecting to find main track obstructed."

The Chicago & Eastern Illinois R. R. Co. use the following rule:

"Yard limits are indicated by yard limit signs. Within these limits trains and engines may use the main track, clearing first class trains at least five minutes and by the time such approaching trains are due to leave the last station at which time is shown. Second class trains must be cleared five minutes. Third class trains, extras and engines moving on main track within yard limits must be prepared to stop and must not exceed the speed of five miles per hour unless the track is clear and the switches right. Engines in yard movements will not protect against third class or extra trains."

Many railroad men differ as to the practicability of these rules governing yard limit movements. Owing to the work at terminals caused by movements of enlarged volume of traffic, these rules, no doubt are in effect to protect the crews doing such work and to place the burden of responsibility on the crews of approaching trains. It does not appear to be a practical rule and one that will be safe under all conditions.

The rule tends to relieve crews in yards of taking cognizance of the possible failure of approaching train crews to obey the rule and allows them to presume that such train crews will not fail in obedience to the rule. This, in my judgment, is not a safe rule and this fact is supported and emphasized by other collisions which have occurred under like circumstances and which could have been averted had not this theory been acted upon.

It is required of enginemen that they maintain some rate of speed in passing through a fog and this causes them to take chances in the effort to keep their trains moving. This being the case they should, in some manner, receive advanced information of any train they are liable to overtake under such conditions. From the circumstances surrounding the accident under consideration, I am of the opinion that the mode of operation con-

tributed to this disaster. Under existing conditions Conductor Brown should have sent a flagman back or at least placed a torpedo on the rail to warn the approaching train and the accident would have been averted. The most reliable remedy is the installation of automatic train control device, and until this or a more practical rule has been adopted, we may expect accidents of this kind in the future.

Respectfully submitted,

[Signed] A. R. LAYMAN.

# COLLISION AT BURNSIDE, NINETY-FIFTH STREET, CHICAGO

CHICAGO, ILL., February 21, 1913

*To the Railroad and Warehouse Commission, Springfield, Illinois.*

GENTLEMEN: In compliance with request of Secretary Kilpatrick I beg to submit a report relative to the collision which occurred between an engine of the Belt Railway Company of Chicago, engine No. 113, and the Michigan Central train No. 32 at 9:53 P.M., January 31, 1913.

*First*—Belt engine No. 113 was new in service and construction and was in charge of Engineer J. O'Leary and Fireman Richard Reed. It was known as a transfer engine and at cut off from the train they were handling at St. Lawrence Avenue in order to assist and push the rear end of transfer train handled by engine No. 103. It would seem transfer engine No. 113 was following transfer engine No. 103 when the train men of transfer engine No. 113 noticed the two rear cars of transfer train No. 103 standing within the limits of the interlocking plant where the tracks of the Belt Railway Company cross the tracks of the Illinois Central Railroad Company known as Burnside, Ninety-fifth Street, Chicago. Thereupon transfer engine No. 113 was uncoupled from its train and pushed the two above mentioned cars through the plant and presumably to a point where they may be attached to the transfer train pulled by engine No. 103 a considerable distance beyond the limits of the interlocking plant.

*Second*—Following this operation, in about twenty-three minutes, or at about 9:53 P.M. the interlocking route was changed to permit of the passage of the train No. 32 of the Michigan Central Railroad Company operating over the tracks of the Illinois Central Railroad Company, which train consists of a number of express cars and was south bound. Just as the engine of the Michigan Central train No. 32 reached the intersection formed by the Illinois Central track over which it was running and the southerly track of the Belt Railway Company of Chicago, it collided with the Belt engine No. 113. Belt engine No. 113 was running light at the time and backing up to its own train which it had left some twenty-five minutes previously. The engine of the Michigan Central train No. 32 struck the Belt engine No. 113 at a point opposite the cab of its engine. The momentum of both trains produced by the speed at which they were running at the time of the collision forced the coupling between the engine and tender of the Belt engine No. 113 in such a manner as to throw Belt engine No. 113 to one side. The tender of this engine remained on the track and did not stop till it had reached a distance of about two thousand feet beyond the point of collision.

*Third*—In this accident Engineer J. O'Leary was killed, and Fireman Richard Reed was severely injured and has since died.

*Fourth*—On January 10th, several days after this accident occurred, I instructed Assistant Engineer Van Hook to go to Burnside and make an inspection of the derail which permitted Belt engine No. 113 to reach the crossing and collide with the Michigan Central train.

This interlocking plant is maintained and operated by the Illinois Central Railroad Company. The particular derail located in the track over which Belt engine No. 113 operated was furnished by the Belt Railway Company of Chicago. Belt engine No. 113 was backing up at the time of the collision and from Assistant Engineer Van Hook's examination and investigation it would appear that the rear tracks of the engine tank became derailed and then became derailed through the medium of the crossover

switch a short distance west of the derail. Apparently, no other part of the engine was derailed.

"The Wharton type of derail is in use here, the point of which is ten feet long; this is in accordance with the plans furnished by the Belt Railway Company of Chicago on file in this office. From Assistant Engineer Van Hook's report and from other information obtained as result from an informal investigation held in this office February 10th, it would appear that while the rear trucks of Belt engine No. 113 were derailed, the rigid acting nature of the engine, because of its newness and due to the rate of speed at which it was going, undoubtedly was responsible for the breaking at the connection of the heel of this switch which permitted the switch point to turn over. We are not in possession of evidence of the condition of the switch point at the time of derailment. Presumably, it was in condition to derail the engine, because there is evidence that it had derailed the rear trucks of said engine.

At the time of inspection of Assistant Engineer Van Hook this derail was provided with a new point, but the old stub part of this derail was in use and was found to be about an inch above the top of rail. According to statements made by officials of the Belt Railway Company of Chicago, this stub should only have been one-fourth of an inch above top of rail. Whether this had anything to do with the derailment or not is problematical.

*Fifth*—An examination of the interlocking machine between the route followed by the Belt engine No. 113 and the Michigan Central train No. 32 indicated that there was nothing wrong with it. Without question, the engine man operating Belt engine No. 113 backed his engine on the track of the Belt Railway Company of Chicago against the current of traffic with an open derail and a stop signal against him. Considering the fact that this engine was partially derailed under circumstances above noted and the action of the tank after it became parted from the engine is conclusive evidence that he must have been operating under fairly high rate of speed.

Yours truly,

F. E. EWALD,  
*Consulting Engineer.*

EAST ST. LOUIS, ILL., February 15, 1913

*Railroad and Warehouse Commission, Springfield, Illinois.*

DEAR SIR: Pursuant to your instructions I made an investigation here today of the engine concerned in the accident near Mulkeytown on the St. Louis Division of the I. C. R. R. Co. on the 10th inst. and following are the facts in connection therewith:

1. This was a case of burning the crown sheet of I. C. R. R. engine No. 459 caused by not keeping adequate supply of water in the boiler.

2. No serious personal injury attended this accident but Fireman Roy Groves sustained minor steam burns about the face.

3. This engine was in charge of H. J. Tygett, a young man of seven (7) years experience in railroad service, the last six (6) months of which he was an engineer. All of his service has been on this division.

4. The boiler of this engine is of the "Bellpair type," well constructed and in good serviceable condition. It was equipped with two safety valves and two No. 9 Ohio injectors, which proved to be in good condition when removed and tested on another engine of the same class.

No fusible plug was used in this crown sheet but the crown stays were of the "Button-head type" and one hundred ninety-six (196) of the two hundred eighteen (218) were burnt off. Eighteen (18) stay bolts in the top row of the left side sheet were pulled through and the beads on the two top rows of flues were slightly sprung. The size of the bag in the crown sheet was eighty-seven (87) inches long, forty-four (44) inches wide and twelve (12) inches deep. The elongation of the crown stay holes was from one to one and one-eighth inch and the water line showed that entire heating zone of crown sheet and the side sheet to a point about five (5) inches below the side seams had been exposed.



The condition of the other appurtenances could not be definitely obtained as indications were they had been tampered with prior to this inspection.

5. The remedy for accidents of this kind lies in the personality of the engine men in charge. Only a competent man should be in charge of a locomotive and one that is competent should know that all appurtenances applied to indicate the water level and other safe conditions are in perfect working order.

Associated with me in this inspection was Mr. J. F. Ensign, Chief of the Federal Boiler Inspection Service, with three of his deputy inspectors.

Yours very truly

[Signed] A. R. LAYMAN, *Inspector.*

#### DERAILMENT NEAR MELVIN, I. C. R. R., FEBRUARY 12, 1913

CHICAGO, ILL., February 26, 1913

*To the Railroad and Warehouse Commission, Springfield, Illinois.*

GENTLEMEN: Following verbal instructions given me on February 13, I went to Melvin on February 14, and made an investigation of the accident on the Illinois Central R. R. approximately two miles north of Melvin on February 12, 1913, and report the following facts:

1. On February 12, I. C. R. R. Passenger Train No. 19, south bound, had reached a point approximately two miles north of Melvin Station, when the tender of the engine became derailed, the wheels of the tender trucks having climbed the left rail. The tender traveled on the ties for a distance of some 1,800 feet, with the left wheels on the left end of the ties.

In this derailment no employee or passenger was injured, and practically no injury was received by the equipment. The track suffered some damage.

2. Train No. 19 leaves Chicago at 10:02 A.M., bound for St. Louis. It is due at Roberts, the first station north of Melvin at 12:28 P.M., and at Melvin at 12:35 P.M., both of these stations being flag stops. It was reported by Roberts at 12:31 P.M., three minutes late.

This train is scheduled at a speed of 42.5 miles per hour, between Gilman and Gibson, which are north and south of Melvin and Roberts. If flag stops are made at any of the three flag stops between Gilman and Gibson, the scheduled speed is of course greater.

Train No. 19 consisted of engine 1083 and five all steel cars, and was in charge of Engineer T. Ames and Conductor P. Haley, who state that the train was making about 45 miles per hour at the time of the derailment.

3. Between Melvin and Roberts, the single main track is laid with 85-pound rail, A.S.C.E. section 8504, rolled at the South Works of the Illinois Steel Company in 1903 and laid in the track in 1904.

The rails are fastened with 22-inch 4-hole weber joints in the vicinity of this derailment, though other types of rail fastenings are in use on this track. There are 19 ties to the 33-foot rail, the older ties being of oak and other hard woods. Within the last year or two there have been many renewals of treated soft wood ties, such as loblolly pine. For a distance of 2,000 feet back of the point of derailment, but 8 ties were found which were considered unfit for service in a main track, and the tie conditions may be considered good.

For 400 feet north of the point of derailment, the track was newly ballasted with a very inferior quality of run of pit gravel, and the track line was fair and the track surface poor. North of the gravel ballast, the track is ballasted with cinders, and the track line and surface are very poor for a distance of 1,000 feet or more. Cinders have been unloaded along the portion of the track where cinder ballast is in use, but up to the time of the derailment had not been used in repairing the track, though badly needed.

The track is considered poor on account of the irregularities in line, and the very uneven surface. The survey of the track made by the I. C. R. R., subsequent to the derailment, shows that the left rail was as much as  $\frac{3}{4}$ -inch low, and that the stretches of low rail were from 50 feet to

100 feet in length. It is the opinion of Roadmaster Thrower that the condition of the track is in some measure responsible for the derailment.

Other bad track conditions were found between these two stations, and will be commented upon later.

4. Engine 1083 is one of a number of Pacific type passenger locomotive received from the builders early in 1912. The tender has a maximum height of 13 feet above top of rail, and has a capacity of 9,000 gallons of water and 18 tons of coal.

The tender of this and engines of the same type previous to this accident, were provided with two four-wheel trucks, of the arch bar type. In this type of trucks, the frame connecting the two axles is solid, with the weight of the tank resting on two springs, one on each side, resting on the center of the side frames connecting the axles.

Since this derailment, a new type of truck is being installed on the tenders of these engines, to provide more free movement of the wheels in following inequalities of the track. The new trucks are of the "Equalizing" type, which provides a non-rigid connection between the front and rear axles, with four coil springs, one spring being close to each of the four wheels, permitting vertical motion on either side of either axle, without affecting in any way or being in any way dependent on the vertical motion of the other axle in the same truck.

The new type of truck has already been tried out on some engines of the 1080 class, and are said to have greatly reduced the sway of the tank bodies, which had been very noticeable where the arch bar trucks had previously been used.

5. The derailment may therefore be considered as having two causes—poor track alignment and surface, and a too rigid tender truck. In addition there is another consideration; the height of the tender above top of rail, with its consequent high center of gravity. Superintendent Battisfore feels that possibly the tender bodies are not properly proportioned. This may or may not be true, but it is entirely possible that the height of the tanks is too great, considering the quality of the track.

6. In going over the track between Roberts and Melvin, or more strictly speaking, Melvin and a point a half mile north of the place of derailment, some track conditions were found which should be brought to the attention of the management of the I. C. R. R.

In this two and a half miles of track, three defective rails were found, and the indications were that these had been in this condition in the track for a considerable period. In one case twelve inches of the flange on the gauge side of the rail was broken out. In another case, the flange on the gauge side of the rail had a diagonal crack extending back to the web of the rail. In the third case, the head of the rail had split back from the end of the rail a distance of eight inches, and this rail showed piping, and the head was flattened down so to form a  $\frac{3}{8}$ -inch offset in alignment with the adjoining rail on the gauge side.

On January 24, train No. 20 north bound was derailed about a mile north of Melvin, with considerable damage to the track structure. In investigating this accident of February 12, twenty ties broken in the former derailment were still in the track. In one case four broken ties were found adjoining each other.

In the vicinity of the section tool house at Melvin, there could be found no ties to make these very necessary repairs, and on the ground there was but one length of rail, 28 feet in length, to make repairs or replace 33-foot rail now in the track. The stock rails of the switches in Melvin had all been robbed of 85-pound rail to replace broken rail in the track. It is true that on the day this investigation was made, four 33-foot 85-pound rail were received, but this gives no margin after the defective rails now in the track are replaced.

A great many stretches of track between Melvin and Gilman, one, two, three or more miles in length were reballasted last summer with run of pit ballast. This ballast is full of clay, practically every joint of the reballasted track is churning, and the ballast is entirely unfit for use in high speed main line track such as this. Aside from the quality of the

ballast, the work was never properly completed. Ample ballast was provided to give good shoulders, but there are many places where the ballast shoulder is entirely too narrow. This narrow shoulder does not extend over any considerable distance, but merely shows that no effort was made to distribute the ballast evenly.

Many new ties were placed in the track last summer, and the tie conditions are good, yet the track is poorly gauged, and the track gauge varies from 4 feet 8½ inches to 4 feet 9 inches. If either gauge were maintained, the gauge would suffice, but there is altogether too much irregularity in the gauge.

In reballasting this track last summer, raises of two to four inches were given the track. There are many pile and frame bridges on this line, and when these were reached by the surfacing gangs, it was necessary to make runoffs onto the bridges, as the track could not be raised on the bridge structures. These runoffs are nearly all made within one rail length, and when a train running at high speed reaches one of these bridges, each truck gives the bridge a very sudden and noticeable blow, due to the short distance within which the grade drops the two to four inches. Such runoffs are customarily made in distances of one to two hundred feet or more, instead of within the length of one rail.

At the investigation of the first accident, a broken angle bar was found a half mile north of Melvin. On the second inspection of this track the same broken angle bar was discovered, and upon questioning the section foreman, the information was received that his orders were not to replace such broken angle bars until such time as both bars in the joint were broken. If true, the order is one inviting accidents. Whether true or not, the fact remains that he had no spare angle bars to make repairs until a shipment was received February 14, and this angle bar had been broken some months according to the indications shown in the break.

7. The comments made on this track covers but a small portion of this part of the I. C. R. R. It would be unfair without a very thorough investigation to say that this is true everywhere between Gilman and Granite City, but the fact remains that rough track is prevalent over this branch and that the track conditions are not such as they should be where heavy fast trains are run, such as these trains which are scheduled at upwards of forty-five miles per hour.

In the past year I have traveled over this branch of the I. C. R. R. a number of times. The track certainly needs more careful maintenance, and supervision. It is entirely possible that the finances of the road are such as to not permit heavy expenditures for track improvement. But this is no excuse for permitting defective rail, and broken ties to remain in the track, and it is no excuse for the use of unfit ballast such as this gravel is.

8. While the matter of the condition of this track is being taken up with the management of the I. C. R. R. Co., I would respectfully suggest that the conditions are such as to justify an order specifying that passenger trains will not be permitted to make up lost time north of Springfield as far as Gilman. I do not believe the south end of this road is in quite as poor condition.

Yours very truly,

W. A. VAN HOOK,  
Assistant Engineer.

EAST ST. LOUIS, ILL., April 6, 1913

*Railroad and Warehouse Commission, Springfield, Illinois.*

GENTLEMEN: Pursuant to your instructions, I investigated the accident which occurred near Shipman on the Chicago and Alton Railroad, April 1, and the following are the facts:

*First*—This was a derailment of northbound passenger train No. 2, running between St. Louis, Mo., and Chicago, Ill., and known as the Alton Limited. The train consisted of C. & A. engine No. 633 and seven cars, all of which were of wooden construction, arranged as follows: Combination, coach, coach, diner, sleeper, parlor car, and observation parlor car. Engineer

Sidney Webster and Conductor A. B. Corey, two men of long years of experience with good records, were in charge of the train.

*Second*—At point of accident the track is straight with descending grade and the rails are new, being 90-pound A.R.A., laid in December, 1912, supported by oak ties, in fair condition, laid in about 18 inches of crushed gravel. The section men were at work replacing ties and for several rail lengths the track was up out of the ballast.

*Third*—The speed of the train was about 35 miles per hour, and the forward truck of the fifth car was the first to leave the rail and all trucks back of this one were derailed and ran a distance of thirty-four rail lengths (1,125 feet) before stopping. No rails were broken, but ties and road bed were damaged.

*Fourth*—An examination of the derailed cars failed to disclose any condition that contributed to the accident. The engine and four forward cars continued in service and after a delay of 30 minutes completed the trip over the division and have been in daily service since.

*Fifth*—The cause of this accident, evidently, was excessive speed under existing track conditions, and the excessive speed was due to not issuing the engineer an order specifically stating at what speed the train could safely pass. I herewith quote Rule No. 46 of the Rules of the Track, Bridge & Building Departments of the Chicago and Alton R. R. Co.:

"When the track is unsafe, or is to be made unsafe, for the passage of trains at the usual rate of speed, and this unsafe condition will continue for several hours or longer, notice of same must be telegraphed immediately to the Supt. Chief Dispatcher, Eng. of M. of W. and the Roadmaster, giving the place of danger, its nature, and the speed at which trains can safely pass.

"In addition to sending this notice, slow signal boards (yellow fish-tail) must also be displayed, and be placed at least 3,000 feet each side of the place of danger where trains are to run slow. When the track has been repaired and made safe for usual speed, the person making such repairs must at once notify the Supt. Chief Dispatcher, the Eng. M. of W. and the Roadmaster that the slow order may be recalled.

"In sending such notices, care must be taken that the telegrams are placed in the hands of operators and they must not be sent to the office by irresponsible persons."

*Sixth*—No slow order was issued to the crew of this train regulating the speed over the point where track was being repaired, but one mile south of this point a "slow signal board" was displayed to the right of the track which was intended to caution approaching train crews and remind them that they were near a point in the track which was not safe for usual speed and over which point they hold an order regulating the speed.

*Seventh*—This train is scheduled over this point of track at about 45 miles per hour, and in the absence of an order regulating speed over an unsafe condition, the engineer is without knowledge as to what speed would be safe.

*Eighth*—In accordance with the rules of this company when the track is disturbed rendering it unsafe for trains to move over it at the usual rate of speed, the chief dispatcher should be notified and an order issued designating a safe speed, and in this case this rule was not obeyed which resulted in a derailment.

None of the train crew were injured and only a few minor injuries were sustained by passengers. Rule No. 46, as above quoted, is a sufficient safeguard and will prevent such an occurrence if strictly adhered to.

Respectfully submitted,

[Signed] A. R. LAYMAN, *Inspector.*

REAR END COLLISION, SENECA, MAY 13, 1913, C., R. I. & P. RY.

CHICAGO, ILL., May 28, 1913

To the Railroad and Warehouse Commission, Springfield, Illinois.

GENTLEMEN: Following your verbal instructions of May 14, I went to Seneca on May 15 and to Rock Island on May 20, and made an investiga-

tion of the rear end collision which occurred on the Chicago, Rock Island & Pacific Ry. at Seneca, about 2:35 A.M., May 13, 1913. The following report is respectfully submitted:

1. Second class train No. 290, a time freight train running between Peoria and Chicago daily, while approaching Seneca on the morning of May 13, struck the rear end of second class train No. 90, a time freight train scheduled daily between Silvis, the freight yard 8 miles east of Rock Island and Chicago. The night of this collision train No. 290 was running approximately 30 minutes late, and a very heavy fog existed, limiting the vision of trainmen to some two or three car lengths.

2. Train No. 90, on the night of May 12 and 15, left Silvis at 10:20 P.M., nearly two hours late. It arrived at Seneca at 2:10 A.M., 40 minutes late, and found the main track, eastbound, blocked by a westbound freight train, which had crossed over from the westbound main track to clear westbound passenger train No. 29, due at Seneca at 1:58 A.M. The eastbound passing track at this point was also occupied by a westbound freight train, also clearing train No. 29.

4. Train No. 90 was in charge of Engineer Hinckley and Conductor Croy, with Brakeman Conley on the rear end.

5. Train No. 290, in charge of Engineer McWilliams and Conductor Johnson, was scheduled to leave Peoria at 8:30 P.M., to leave Bureau at 11:55 P.M., and to leave Seneca at 2:05 A.M. This night it left Bureau at 1:10 A.M., 1 hour and 15 minutes late. It struck the rear end of train No. 90, at a point some 2,000 feet west of Seneca Depot at about 2:35 A.M., and if it had clear track at Seneca, would have been about 30 minutes late at that station, having made up nearly 45 minutes in a run of 42 miles.

6. The collision resulted in the death of two men in the caboose of train No. 90. One of these men was a passenger in charge of a car of live stock, while the other was an ex-engineer of the C., R. I. & P. Ry., riding on this train without any authority from dispatcher or superintendent. Two passengers, in charge of stock shipments, who were also riding on the caboose, were injured.

7. Between Rock Island and Chicago, including the line through Seneca, the C., R. I. & P. Ry. has a double track railroad equipped with automatic block signals, which are of the three position lower quadrant type. The circuits are so arranged that when a signal goes to stop in the rear of a train, entering a block, the second signal in the rear, assumes the caution indication, giving an engineer information of the position of any signal a full block in advance of any signal.

8. On the night of this collision, train No. 90, approaching Seneca, found signal No. 724, located 2,100 feet west of the depot, at "stop" on account of the westbound freight being in the block and east of the depot. It pulled up to the depot, and the rear end stopped two rail lengths east of signal No. 724. Signal No. 724 assumed the stop position, and signal No. 746, located 2.2 miles west of signal No. 724, assumed the caution indication, having been in the "stop" position until the caboose of No. 90 cleared the block whose east end was located at signal No. 724.

9. The engineer of No. 290 states that he saw signal No. 746 in the "caution" position, and that he did not see the red light "stop" position of signal No. 724 until within two car lengths of the signal, and that at the same time he saw the tail lights on the caboose of train No. 90. He also states that he had lost his location on the road, and did not know just where he was.

10. Rear brakeman Conley of train No. 290, at the time of the accident, was a few car lengths in the rear of his caboose, but not far enough to flag effectively. The main tracks of the C., R. I. & P. Ry. through Seneca are under yard limit regulation, this being an important point, owing to the junction with the Kankakee & Seneca R. R. Co. line, owned jointly by the C., C. & St. L. Ry. and the C., R. I. & P. Ry. At Seneca, the yard limits, marked by a yard limit board, begins one-half mile west of signal No. 724, extending east through the yard and station grounds at Seneca.

Under the Standard Code of the American Railway Association, which rules are in use on the C., R. I. & P. Ry., rule No. 93 provides:

"Within yard limits, the main tracks may be used, protecting against first class trains.

"Second and third class trains and extra trains must move within yard limits prepared to stop unless the main track is seen or known to be clear."

This rule means that it is not necessary for any train on either main track within the yard limits at Seneca to protect against following trains, except when on the time of some passenger train. It also means that, except passenger trains, all trains moving within yard limits must do so with sufficient caution to be able to stop if the way is not clear. In other words, the speed must be slow.

11. Under the rule above quoted, the action of the flagman and conductor of train No. 90 in not flagging the rear end of train No. 90 was strictly within the rules. Good judgment, however, under the existing conditions of fog, would have been shown, if they had flagged, especially in such a case as this where the delay had been long.

12. The cause of this accident, however, was the failure of the engineer of train No. 290 to act upon the caution indication of signal No. 746, which showed that the block east of signal No. 724 was occupied, and that it would be necessary to stop at signal No. 724. Had he had no advance indication of the presence of train No. 90 within the block east of signal No. 724, the accident might have been attributed to weather conditions, but he had such notice, given over two miles west of signal No. 724, and his failure to act on such notice was the primary cause of the accident. That he had lost his location on the road had nothing to do with the accident, for he should have obeyed the signal indications, no matter where he was.

13. On the C., R. I. & P. Ry. between, and including, Bureau and Seneca, there are ten stations, averaging four miles apart. On the main tracks of the C., R. I. & P. Ry. at every one of these ten towns the yard limits rules are in effect. Had the engineer of train No. 290 followed the rules in proceeding with caution through these ten yard limit districts, he could not possibly have averaged a speed of thirty miles per hour between Bureau and Peoria, as he did on the night of this accident, especially when fog exists. In fact he could not have made his scheduled speed of 19.2 miles per hour with safety. In view of the weather conditions such speed of thirty miles per hour was reckless.

14. It has already been brought to the attention of the Commission that on the C., R. I. & P. Ry. between Rock Island and Chicago, a distance of 181 miles, there is over sixty miles of track within yard limits. The yard limit regulations grew out of a desire to give freedom of movement to switch engines at important points, such as the ends of divisions. In this case, the rules have been extended to include every town within a distance of forty-two miles, giving a direct invitation to wrecks from such causes as rear end collisions. It is true that signals were provided to provide warning that the track was occupied, and it is a question whether the engineer of train No. 290, who disregarded two signal indications would have paid any attention to a flagman, who would have been out in all probability if there had been no yard limit at Seneca; yet the chances are that he would have obeyed such a warning as would have been given by torpedoes and fuses, which would have undoubtedly been used under such weather conditions.

15. I would respectfully suggest to the Commission that the abuse of the use of yard limit rules should be eliminated. It is a grave question whether the "yard limit" with its accompanying rules should not be done away with entirely. The situation has resolved into one where on many roads the engineer cannot maintain even fairly slow scheduled speeds safely and obey the rules. He has but one choice, and that is to maintain the speed or leave the service.

The present rule in regard to permitting the use of the main tracks within yard limits without flag protection has become obsolete, and there should be revision so that effective protection can be given at all times. There is two ways of handling this, to eliminate the yard limit altogether,

making it necessary at all times to protect the rear of trains of trains on double track and both ways on single track; or to permit the use of yard limits and the accompanying rules, with such speed restrictions, both in the case of passenger trains and that of freight trains, as would permit trains to be stopped very quickly and in a very short distance. Such restrictions as ten miles per hour in good weather in the daytime, and five miles per hour in bad weather during the day and under all conditions of the weather at night would greatly reduce the chances for and the number of such accidents as this.

16. With respect to the number of towns in which yard limits are in use on the C., R. I. & P. Ry. in Illinois, there can be no question that they are very excessive. There is some excuse for the use of yard limits on this road in the Chicago District, between Chicago and Blue Island; for its use between Rock Island and Silvis, and in Peoria and Bureau, but there is no good excuse, except the lack of proper arrangements of tracks and proper track facilities for the employment of the yard limit at the towns of Morris, Stockdale, Seneca, Marseilles, Ottawa, Utica, LaSalle, Peru, Spring Valley, DePue-Marquette, Geneseo, all of which are provided with yard limit territory.

Such abuse of the yard limit is a menace to every train employee and to every passenger on this road, and the abuse should be immediately corrected.

Yours very truly,

W. A. VAN HOOK,  
Assistant Engineer.

#### DERAILMENT NEAR OSPUR, I. C. R. R., JUNE 2, 1913

SPRINGFIELD, ILL., June 11, 1913

*To the Railroad and Warehouse Commission, Springfield, Illinois.*

GENTLEMEN: Following your instructions of June 3, I reached Osapur at 6:30 P.M. that date and inspected the place of accident which occurred near here on the Illinois Central R. R. the previous day. The investigation developed the following facts:

1. This was a derailment of southbound passenger train No. 123, consisting of one mail, two baggage, and three passenger cars, all of wooden construction, hauled by engine No. 2007. No fatal accidents occurred, but three employees and three passengers received minor injuries.

2. This train is a local passenger, due to leave Clinton terminal at 3:55 P.M. and on date of accident left about 4:10 P.M. and was derailed at about 4:20 P.M. on a straight piece of track five miles south. The schedule running time of this train from Clinton to Osapur is seven minutes; distance is 4.55 miles. The derailment occurred one-half mile south of Osapur, which is a flag stop that was not made on this trip and the train being fifteen minutes late there is no reason to believe that the speed was above forty miles per hour.

3. The track is of 75-pound steel rail, which has been in service since 1898, laid on eighteen ties to the rail, supported by about 10 inches of old gravel ballast. The ties are of oak, or other hard wood, and show considerable age. The rails are fastened with 22-inch 4-hole Weber joints. In the vicinity of this derailment a few rails had worn into the ties and only a few tie plates or fillers had been placed. The general condition of the track is good so far as gauge and alignment is concerned, but there appears slight irregularities in the surface. On this section of six miles six men are maintained for track work.

4. The forward truck of the engine tender was the first to leave the rail, and the other six cars followed; the third, fourth and fifth falling on their sides.

The tender's maximum length is 26 feet 9 inches, width 10 feet 10 inches, height 12 feet 5 inches above the rail, with a wheel base of 20 feet 11 inches, wheel centers 5 feet 3 inches, and a total loaded weight of 147,600 pounds. The trucks are the arch bar type with the weight of the tank car-

ried on two springs (one on each side) seated between the spring plank and truck bolster. Side bearings are placed on both trucks, the forward pair being placed 57 inches apart, and the rear 60 inches apart. Splash boards are well arranged in this tank to prevent the splashing of the water. An inspection of the engine did not disclose any defects of wheels which would contribute to the accident. The connection between tank and engine was not rigid, there being a buffer and spring between the two.

5. Tank derailments have been frequent on this and other lines and it is difficult to say, authentically, what causes some of them. From the circumstances surrounding this derailment, I am led to believe that the height of the tank caused it to rock and the rate of speed it was moving caused it to leave the rails, while passing over some uneven surface. Since the derailment the side bearings on the forward pair of trucks have been moved in from 57 inches to 36 inches; similar changes have been made on tanks of other roads with object of eliminating this kind of accident and they have met with good results.

Respectfully submitted,

[Signed] A. R. LAYMAN,

*Inspector of Safety Appliances.*

FATAL ACCIDENT, A., E. & C. R. R., OAK PARK, ILL., JUNE 22, 1913

CHICAGO, ILL., July 8, 1913

*To the Railroad and Warehouse Commission, Springfield, Illinois.*

GENTLEMEN: Following your verbal instructions, I went to Oak Park on July 1 and 5, and made an investigation into the collision of a train of the Metropolitan West Side Elevated Ry. Co. with an automobile at Oak Park Avenue, Oak Park, about 6:55 P.M., June 22, resulting in fatal injury to the two occupants of the automobile. The following report is respectfully submitted:

1. On the evening of June 22, a Mr. George M. Scott, accompanied by a relative, Mrs. Harriet H. Smith, was driving an automobile south in South Oak Park Avenue, and while attempting to cross the tracks of the Aurora, Elgin & Chicago R. R., running due east and west, was struck by the front or motor car of a four-car train of the Metropolitan W. S. Elev. Ry., running over the tracks of the A., E. & C. R. R. Co., and proceeding eastbound from Forest Park to Chicago. After the collision, the automobile was carried east some 35 feet, was turned over, with the occupants caught underneath, and the front truck of the motor car of the elevated railway mounted over the wreckage of the automobile, and caught fire from the contact of the wreckage with the third rail, carrying the current to operate the trains on the A., E. & C. R. R.

2. Just south of and parallel with the tracks of the A., E. & C. R. R. Co. is the double track line of the B. & O. C. T. R. R., the distance between the south track of the double tracks of the A., E. & C. R. R. Co. and the north track of the B. & O. C. T. R. R. Co. being some 60 feet. The crossing of Oak Park Avenue with these four railroad tracks is protected by a double set of gates, one set being north of the tracks of the A., E. & C. R. R. Co., and the other set being south of the B. & O. C. T. R. R. These gates are operated from an elevated tower east of the east line of Oak Park Avenue, and midway between the tracks of the two railroads. These gates were installed, I am informed, at the request of the Metropolitan company, and are operated by the B. & O. C. T. R. R. Co. At the time of this accident and previous thereto, they were operated from 7:00 A.M. to 7:00 P.M. Warning is also given persons crossing these four tracks by two railroad crossing signs, one on the west side of Oak Park Avenue, just north of the A., E. & C. R. R. tracks, and the other on the west side of the street also, and just north of the B. & O. C. T. R. R. tracks, both signs being plainly visible to persons walking or riding in either direction on Oak Park Avenue. The A., E. & C. R. R. has also equipped this crossing with an automatic bell working through track circuits, which gives warning of the approach of a



train in either direction, the bell commencing to ring when a train is approximately a block away. This bell can be plainly heard a full block from the crossing.

3. On Saturdays, Sundays and holidays, the Metropolitan Company has for some time stationed at this crossing a flagman between 7:00 A.M. and 9:00 P.M., with an additional flagman from 7:00 P.M. to 11:00 P.M., so that between the hours of 7:00 and 9:00 P.M., there are two flagmen on duty at this crossing.

4. The testimony given at the coroner's inquest on July 1, indicates that Mr. Scott was driving south in Oak Park Avenue just previous to the accident, at the rate of about 15 miles per hour, that the gates were up at these railroad crossings, and that as he attempted to go over the A., E. & C. R. R. tracks, he was looking to the left toward his companion, who sat on the left side of the automobile, and that as he went onto the first or north track he turned to the east side of the road somewhat. The evidence also shows that the flagman was standing on the two tracks about the center of the roadway, and that he waved his flag up and down to attract Mr. Scott's attention and to get him to stop, and that he waved and pointed the flag at him, calling several times to him to stop, and when he saw the collision was imminent, and that he could not stop Mr. Scott, he stepped back south of the two tracks.

5. It also appears that the gateman had just stopped work, some five minutes earlier than he was supposed to be relieved from duty, and that he had informed the flagman he was leaving. He was just in the act of locking the door to the tower when the accident occurred.

6. The trains of the Metropolitan Elevated run on a schedule of from eleven to thirteen minutes, depending on the time of day, between Forest Park, their western terminus and Fifty-second Avenue, Chicago, a distance of two miles, making not over eight station stops in this distance. This would require a schedule of from fifteen to twenty miles per hour, according to the number of stops made. The testimony as to the speed of this train varies, and is set from ten to fifteen miles per hour, to a speed which was in excess of the usual speed; quite fast, in fact. The train was on time, and was probably running at the customary speed between Home Avenue, the next station west, and Oak Park Avenue. Just previous to the collision, the motorman started to apply the brakes slightly, in order to make the station stop for Oak Park Avenue, the eastbound station being east of Oak Park Avenue. As soon as he saw the collision was imminent, he applied the brakes in the emergency position, and at the same time, the conductor, hearing the crash of the collision, pulled emergency brake cord on the rear end of the motor car at the head end of the train.

7. The two station platforms at Oak Park Avenue are so located that it is necessary for trains in either direction to cross the street before reaching the platforms, the eastbound station being located east of the street and the westbound platform west of the street. On first impression it would seem that a greater measure of protection would be given if the stations were so located that trains would stop before crossing the street. This matter was discussed with officials of the Metropolitan Company, who state that when a new eastbound station was erected at Oak Park Avenue last year, it was at first the intention to locate the platform west of the street, but that it was drawn to their attention that the differing character of traffic on this line would make such a location particularly dangerous, as A., E. & C. R. R. trains do not stop at this street, while those of the Metropolitan Company generally do. It was felt that this would result in people taking it for granted that trains which were approaching would stop, whereas some would stop and others would not stop for the station, and it was felt that people who might have the impression that all trains would stop would try to cross in front of a train, and would run the danger of being struck by a train which was not scheduled to stop at this station.

8. It appears that Mr. Scott was over seventy years old, with slightly defective hearing and eyesight. He seems to have been in conversation with his companion while attempting to cross these tracks, and it is certain that if he had been at all observant, as he should have been in crossing railroad tracks, he would have seen the approaching train. It is true that the westbound passenger platform, with its roof and wind shelters, does somewhat obstruct the view of eastbound trains approaching the crossing, but this would hide at the best but a car or car and a half of the train, and this obstruction to view would only hide a part of a train when both car and automobile were quite close to the crossing. The first building on the west side of Oak Park Avenue, north of the crossing, is over a hundred feet away from the tracks, and between this building and a point quite close to the tracks, there is an unobstructed view west for six or eight blocks, and but little excuse for any person to fail to see approaching trains.

9. It appears that the three railroads concerned in these tracks crossing Oak Park Avenue were giving protection at this crossing with mechanical devices, supplemented at such times as they thought necessary with flagmen, and it also appears that the protection afforded was in excess of that required by law, either State or municipal. In the case of this accident, it would appear that Mr. Scott himself was mostly to blame, in that he approached this crossing carelessly in spite of warning signs, flagman, and automatic bell, the latter two both indicating the approach of a train. The westbound platform undoubtedly did obstruct the view of the motorman so that he did not see the automobile attempting to cross until too late to make an effective application of the brakes so as to lessen the shock of the collision.

In a larger measure, however, such crossings as this cannot be made safe. The fault lies both with the frequency of trains operating over the crossing and the carelessness of people in crossing such tracks. While viewing the scene of this accident, on July 5, it was noticed that pedestrians paid absolutely no attention to the lowered gates, indicating the crossing was unsafe, but kept dodging around and under the gates, and crossing in front of approaching trains. This is not only true at this crossing, but in fact at every grade crossing in the State, and it is not only true of pedestrian traffic, but of team and automobile traffic, for it is daily occurrence for a railroad to have its gates broken by such traffic, where someone is paying no attention to the lowered gate.

The recurrence of such accidents can only be avoided by separation of grade crossings, and the question can only be settled by the gradual elimination of grade crossings, as conditions require and finances permit. When the A., E. & C. R. R. tracks were constructed, this portion of Oak Park was not yet settled to any extent, but new houses are going up all the time, in addition to the many which have been built within the last few years, so that the travel over these crossings has gradually increased, until at the present time many, if not all, the crossings on this line between Forest Park and Fifty-second Avenue have become entirely too dangerous, and the street and railroad traffic should be separated.

In Illinois, railroads do not willingly enter into such separation of grades, principally for the reason that here they are burdened with most, if not the entire cost, of such work. In many states where old crossings become dangerous, the burden is distributed between the state, the municipality and the railroads, while new crossings with highways, where state authorities require them to be separated, are constructed at the sole cost of the railroads.

Some such law is needed in this State, so that not only dangerous crossings in municipalities but also those in villages and the country districts may be eliminated.

Yours very truly,

W. A. VAN HOOK,  
*Assistant Engineer.*

## FATAL ACCIDENT TO SWITCHMAN K. A. NOLTING, MAYWOOD, JUNE 27, 1913

CHICAGO, ILL., August 18, 1913

*To the Railroad and Warehouse Commission, Springfield Illinois.*

GENTLEMEN: Following the instructions of the chairman, I went to Maywood on August 16, and made an investigation of the accident to Karl A. Nolting, a switchman in the employ of the Chicago & Northwestern Ry. Co., at the plant of the American Can Co. on June 27, 1913. The following information was secured:

1. Between 9:10 P.M. and 9:15 P.M. on June 27, switch engine No. 353, in charge of Engineer F. Simon and Foreman H. D. Ireland, was switching cars at the plant of the American Can Co. three blocks west of Maywood station on the C. & N. W. Ry. At this time the engine was pulling the track which goes between two buildings of the Can Co. on a very sharp curve to the right or southeast. Switchman Nolting was on the rear end of the car next to the engine. Some time after pulling this curved track, he was missed and others of the crew then found that he had been run over and killed a short distance west of the west end of this curved track, and investigation revealed that he had, while riding on top of the car, been struck by the east end of the overhanging canopy of the freight house of the plant.

2. The plant of this company is on the south side of and adjacent to the right-of-way of the railway company. Several of the buildings of the plant parallel the main tracks and between these buildings and the main tracks is the principal industrial track of the plant. From this industrial track other tracks lead off into the interior of the plant. On investigation I find that extending part way over this main industrial track for some two hundred feet of its length is a canopy, supported from the north wall of the freight house. This canopy extends 2 feet 6 inches over the center line of the track, and is 17 feet above top of rail. The product of the plant being tinware, furniture and box cars are most commonly handled around this freight house. These classes of cars in general have a clear height of 13 feet above top of rail.

3. While there was no witness of the accident, it was found that something had struck the east end of the freight house canopy, and the inference is that Switchman Nolting was struck and fell down on top of the car he was riding, later falling between two of the cars, and was run over, being killed instantly.

From officials of the plant, I learn that this and other canopies around their building have been there many years, they stating this is the first case of accidental injury to any trainman through their presence over tracks. I am informed that they are there for a specific purpose, in that they prevent rain falling on tin sheets or tin ware when being loaded or unloaded from cars. I am also informed that tin when exposed to rain, even a few drops, soon rusts and is then of no value.

4. The records of the railway company show that Switchman Nolting had been employed for 8½ months at the time of his death. He had been switching at this plant nightly since June 11, or for slightly over two weeks. Foreman Ireland stated that he had warned this switchman in regard to these canopies at the time he started to work with him on June 11.

5. The division safety committee of the railway has reported to the railway the poor clearances at this plant, both over head and side, and has asked that the canopies be eliminated or raised, so as to fully protect switchmen. This committee also has brought out in their report the fact that very close side clearances exist at the new warehouse of the plant west of the freight house and across a street from it. The track which runs past the southeast corner of this new warehouse makes very sharp reverse curves in crossing the street, and the side clearance on the warehouse is 7 feet from center line of track, and as cars lean towards the warehouse on account of superelevation of the south rail, there is very small clearance between a car and the corner of the building, and probably never over 2 feet of clearance.

There is no reasonable excuse for such dangerous clearances in buildings just constructed, and the railway should have refused to permit such a dangerous condition.

6. With respect to the accident covered by this report, there is no evidence of carelessness except on the part of the deceased switchman. Such clearances as exist at this plant exist at many old industrial plants all over the country. There are situations where perhaps they are justified, but there is very great need of regulation of clearances on railroads, so that old dangers may be eliminated where possible and new dangers avoided, except in very special cases. The haphazard growth of industrial plants has been the cause of such dangers, but there is no excuse for them in modern buildings, such as this warehouse just built and not yet used.

With respect to the canopies at this plant I see no reason why they may not be raised to give at least four feet more clearance. On the part of the railroad there should be very stringent rules requiring men in switching at such dangerous places as this to stay on the ground and off the cars all the time.

Yours very truly,

W. A. VAN HOOK,  
*Assistant Engineer.*

DERAILMENT—C. & N. W. Ry. TRAIN No. 738. DEVAL INTERLOCKING PLANT,  
JUNE 22, 1913

CHICAGO, ILL., August 20, 1913

*To the Railroad and Warehouse Commission, Springfield, Illinois.*

GENTLEMEN: Following your verbal instructions I made an investigation on August 15 of the derailment of C. & N. W. Ry. passenger train No. 738 at Deval interlocking plant, 0.7 miles north of the town of Desplaines, on June 22, 1913, about 7.47 P.M., resulting in minor injuries to two employees of the railway company. The following report is respectfully submitted:

1. C. & N. W. Ry. passenger train runs on Sunday only between Williams Bay, Wis., and Chicago, Ill. Between Williams Bay and Crystal Lake Junction it is known as train No. 774. At Crystal Lake Junction, it passes onto the Wisconsin Division main line and becomes train No. 738. No. 774 leaves Williams Bay at 6:15 P.M., and as No. 738, arrives at Chicago at 8:15 P.M., the distance between termini being 62.7 miles. Outside the city of Chicago, its schedule speed varies between 37 and 44 miles per hour, with very few scheduled stops. On June 22, 1913, this train had the following crew: Engineer C. T. Wilson, Fireman W. O. Radovich, Conductor H. Thayer, and Brakemen John Barnett, D. S. Hendricks and A. H. Ahart. It consisted of the following C. & N. W. Ry. equipment: Engine No. 1308, baggage car No. 1315, and parlor cars No. 2923, 2921, 2902 and 2908.

2. Deval interlocking plant is of the electric type, and protects the grade crossings of the C. & N. W. Ry. Wisconsin Division main tracks, the M. St. P. & S. S. M. Ry. main tracks and the Desplaines Valley Ry. main tracks with each other. The latter road is a freight line of the C. & N. W. Ry. One and one-tenth miles north of this plant is a mechanical interlocking plant, called "N. Y.," which protects a junction of the Wisconsin Division of the C. & N. W. Ry. with the Desplaines Valley Ry.

3. On the evening of this derailment, train No. 738 passed N. Y. tower at 7:46 P.M., three minutes late. It was due at Deval at 7:44 P.M. Some time before reaching Palatine, eight miles north of N. Y. Tower, No. 738 had made a stop between stations on account of a brake sticking on one of the parlor cars. After stopping, the brakes were released and this brake which had been sticking now released properly and the train continued on its way. No. 738 received its proper route and signal at N. Y. over the southbound track, and proceeding towards the interlocking plant, at Deval, was derailed by the facing deraill in the southbound main track at the home signal to Deval interlocking plant. The whole train was derailed, the engine traveling 363 feet on the ties and then turning over on its side.

4. While the N. Y. interlocking plant is mechanical in type, the signals are electric. The signalling of these two plants is so arranged that for southbound movements over the southbound track, the route followed by train No. 738, the home signal of N. Y. tower acts also as a distant signal for Deval interlocking plant. The signaling is of the three-position upper quadrant type, the horizontal position of the blade indicating "stop," the 45 degree above horizontal indicating "caution" and the vertical position of the semaphore blade indicating "clear."

With respect to these two plants, when the home signal at N. Y. tower is in the clear position, it indicates to the engineer that the route is also clear through the Deval plant. When the home signal at N. Y. tower is at "caution," it indicates that the route is clear through the plant at N. Y., but that it is not clear through Deval plant. The track circuits are so arranged that improper signals cannot be given unless all the interlocking track units are in proper position for the route and the towermen have reversed the levers controlling the proper signals for the route they govern.

5. The distance between the southbound home signal at N. Y. and the home signal at Deval is 4,835 feet, giving ample braking distance to any and all trains which find the home signal at N. Y. indicating "caution," showing that the home signal at Deval is against them.

6. Engineer Wilson states that approaching N. Y. tower he found the southbound home signal in the clear position, indicating that the route over the southbound main track was clear through both N. Y. and Deval interlocking plants; that as he approached Deval he found the southbound home signal at "clear" until within a short distance of it when it changed to "stop." He states that he then gave an emergency application of the air brakes, but had too small a distance within which to stop before reaching the derail. He also states that he was going from 20 to 25 miles per hour between N. Y. tower and Deval. His testimony shows that he had shown no train orders to his fireman on this trip, and his fireman had not communicated the signal indications to him at any time on this trip, nor had he asked for such confirmation of the signal indications.

7. The testimony of others of the train crew is that the train was running from 40 to 50 miles per hour between N. Y. tower and Deval. Other employees of the railroad who were in the vicinity of Deval tower state that the train was running at a very high rate of speed, and that the home signal of this plant was constantly against train No. 738. The towerman at N. Y. when he gave the home signal to this train did not notice whether the signal assumed the clear or caution position. The towerman at Deval states that he had at no time lined up the route through the plant for train No. 738, and there is other testimony to show that at the time train No. 738 was derailed, the crossing at Deval was occupied by M. St. P. & S. S. M. Ry. train No. 16, which had its proper route southbound, and had received its home signal governing over the M. St. P. & S. S. M. Ry. southbound track.

8. Signal maintenance men of the C. & N. W. Ry. who were near Deval and saw the whole accident, immediately made such examination as was necessary, and they found that the signal lights were all lit, the apparatus and seals were in such conditions that improper manipulation of the electric devices very evidently had not occurred. The interlocking plant at Deval is equipped with time releases, so arranged that when any route is set up in the plant, another route cannot be set up which is in conflict with the first route, until a train has passed over the first route, or until the home signal has been returned to the normal or stop position a predetermined time, after which the route can be changed. This arrangement is such that it takes about two minutes for a home signal to be returned to the stop position, the other levers returned to the normal position, the levers in another route reversed to give that route, and its home signal given. Of this two minutes it takes approximately one to one and a half minutes for the time release to operate, during which the operator can do nothing toward changing the route.

9. We have therefore the statement of the engineer of No. 738 that the home signal at Deval was changed as train No. 738 got in close proximity to the plant. On the other hand we have the time release which was

installed to prevent any hurried manipulation of the plant, without due warning to an approaching train. Granting that a change was made in the route, it took certainly not less than two minutes of the towerman's time to make the change, and then there was the additional time in which it took M. St. P. & S. S. M. Ry. train No. 16 to pass the home signal and reach the crossing. To cover the 1.1 miles between N. Y. tower and Deval would consume nearly three minutes at the engineer's estimated speed of twenty-five miles per hour, while it would take but one and a half minutes if the speed was forty miles or better, as stated by others of the crew and eye-witnesses. Even if, as he says, he had a clear home signal at N. Y. tower, it must have been changed between two and three minutes before he reached the derail where his train left the track. We can only conclude that the home signal was against him practically all the time after he left N. Y. tower, and he had over 4,000 feet in which to stop.

10. The rules of the C. & N. W. Ry. require all enginemen to show all orders received to their firemen, and require firemen to communicate to the engineers the indications received from signals which govern routes through interlocking plants. These very necessary rules for safeguarding train movements were entirely disregarded by the two men on the engine of train No. 738. While the engineer's record since going to work with the C. & N. W. Ry. Co. in 1900 has been fairly good, yet the conclusion is reached that this derailment was mostly due to the engineer's improper reading of the signal indication or his failure to observe the indication. The time necessary to change the routes is certainly longer than the time it took train No. 738, traveling according to witnesses and certain members of the train crew at from 40 to 50 miles per hour, and the only conclusion is that he received a "caution" indication from the home signal at N. Y. tower, and that from the time he received this indication at N. Y. tower until he went off the derail at Deval, the home signal at Deval had been continuously at "stop," indicating that train No. 738 could not safely pass through Deval interlocking plant.

11. In the permits of this Commission under which interlocking plants are operated in this State, the second clause of the permit is worded as follows:

"Each engine and train shall be brought under control after passing the distant signal, and shall proceed under control while passing through the interlocking limits of said plant. 'Control,' as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of trainmen to readily stop train within safe distance should danger appear between distant signal and crossing."

There seems to be nothing in the operating or current time table rules of the C. & N. W. Ry. Co. instructing trainmen in this restrictive clause of the permit. In fact the current time table (No. 299) permits maximum speeds as high as 45 miles per hour over interlocking plants, while at N. Y. tower and Deval there seems to be no restriction whatever of the speed with which train may use through these two plants.

12. This derailment may therefore be attributed to the fault of the engineer of train No. 738 to observe, or if he did observe, to obey, the distant indication received for Deval interlocking plant, and to the failure of the C. & N. W. Ry. to bring to the attention of trainmen the requirements of the interlocking permits, requiring control and careful handling of trains in passing through interlocking plants.

Yours very truly,

W. A. VAN HOOK,  
*Assistant Engineer.*

DERAILMENT VANDALIA R. R., NEAR COLLINSVILLE

EAST ST. LOUIS, ILL., July 8, 1912

*Railroad and Warehouse Commission.*

DEAR SIR: Pursuant to telegraphic instruction I investigated the accident which occurred on the Vandalia R. R. near Collinsville, June 26, and find the facts as follows:

*First*—This was a derailment of westbound passenger train No. 27, and occurred about three miles west of Collinsville. The train consisted of Vandalia engine No. 6, a Pacific type passenger locomotive having a total weight of 263,000 pounds, with a tank weighing 146,000 pounds, express car No. 8973, postal car No. 6522, combination No. 4867, coach No. 7787, Pullman sleeper Morea, Pullman sleeper Kentland, Pullman sleeper Cambridge, diner 7965, all of which were of steel construction excepting the diner which was wood.

This is a daily train running between New York City and St. Louis, Mo. and is scheduled across Illinois at an average speed of about 37 miles per hour with ten regular station stops. It is due to leave Collinsville at 1:00 P.M. and on date of accident was reported out of that place on time and was derailed three miles west at about 1:04 P.M. Between Collinsville and first station west, (Griswold) the schedule is about forty-five miles per hour and at time of accident the speed was estimated to be not less than fifty-five miles per hour.

*Second*—No fatal accidents resulted, but two of the dining car employees and three sleeping car passengers were slightly injured. It is clearly evident that great loss of life would have attended this accident if the cars had been other than of substantial steel construction. None were telescoped or crushed and were able to resist the shock without being demolished.

*Third*—The track is layed of one hundred pound (100) steel rails, being placed in April of this year, with about 18 pine ties under each rail. The rails are singled spiked on both sides and spliced by heavy four-hole angle bars. A few days after the accident an inspection of the track just east of the point of derailment showed that several new ties had been placed, also the old spikes removed and new ones applied in the old ties. West of point of derailment many shims were used to maintain a level of both rails. The ballast here is about 12 inches of a common grade of pit gravel which generally has a tendency to spread and flatten out allowing imperfections in the track.

*Fourth*—The accident occurred on straight track which at the time was being repaired, there being two gangs of section men at work surfacing, one east and one west of point of derailment. The first car to leave the rail was the rear truck of the day coach which was fourth from the engine and just ahead of the sleeper. All cars back of this were derailed running to the left of the track, and stopped in an inclined position. The engine and three forward cars completed the trip and there was no defects found on any of the train equipment which would contribute to the derailment.

*Fifth*—From the circumstances surrounding this accident it is believed that the track was disturbed and loosened while being repaired and the heat probably, caused the rails to be distorted and this irregularity or unevenness in the track did not withstand the strain of this heavy train at the high speed it was moving. The temperature at 1:00 P.M. on date of accident was about 95 degrees.

This road, same as many others, have a rule that requires the road department to place caution signals and notify the dispatcher's office when track is disturbed and unsafe for trains at their usual rate of speed, and the dispatcher is required to give engine men advance notice as to what speed should be maintained. In this case no caution signals were placed or any speed restrictions in effect at the time and place of derailment, and the failure of the road department to give advance information of conditions contributed to the accident. A perusal of the circumstances surrounding this derailment emphasizes the fact that road department employees should be instructed to be liberal in the use of the rule mentioned. Investigation of similar accidents by this Commission has proved that some section foremen hesitate to interfere with the movement of high-class passenger train by asking for speed restrictions, preferring to take a chance in the safe passage of the train. This is a very unsafe procedure and should not be tolerated and until road department employees fully realize the importance and comply with the rule, accidents of this kind will continue.

Respectfully submitted,

[Signed] A. R. LAYMAN,

*Safety Appliance Inspector.*

## B. &amp; O. S. W. COLLISION, O'FALLON, ILLINOIS

EAST ST. LOUIS, ILL., July 3, 1913

*Railroad and Warehouse Commission, Springfield, Illinois.*

DEAR SIR: Pursuant to your telegraphic instructions of July 1, I investigated the accident which occurred on the B. & O. S. W. R. R., July 1, near O'Fallon and find the facts as follows:

*First*—This was a head-on collision between eastbound passenger train No. 8 and westbound passenger train No. 21. A few minor injuries were sustained by some passengers none of which were serious or will result fatally.

*Second*—Train No. 8 was in charge of Engineer M. M. Cadden and Conductor C. W. Hein, both men having good records and long experience.

This train was handled by engine No. 883 and consisted of B. & O. S. W. baggage car No. 526, B. & O. S. W. coach No. 4207, B. & O. S. W. coach No. 4245, all of which were of wooden construction. Train No. 21 westbound consisted of engine No. 1325, B. & O. S. W. express car No. 335, B. & O. S. W. baggage car No. 549, B. & O. S. W. coach No. 3199, B. & O. S. W. coach No. 3197, all of which were of wooden construction. Engineer August Mischler and Conductor J. Smith were in charge of this train.

*Third*—Both are local passenger trains running daily between Washington, Ind., and St. Louis, Mo., and their time card meeting point is O'Fallon, Ill. On this trip both held the following "meeting order."

## ORDER NO. 211

No. 8 engine 883 will meet No. 97, 2051-2585 double-head at Caseyville and No. 21 engine 1375 at Carbon. No. 8 take siding.

[Signed] E. W. S.

Received 7:28 A.M.

No. 8 met No. 97 at Caseyville as directed by order and proceeded eastward to Carbon, but instead of taking siding and waiting for westbound No. 21 as directed by order, they made no stop at Carbon and collided with No. 21 on a tangent about eight-tenths (.08) of a mile west of Carbon and one mile east of O'Fallon.

*Fourth*—Conductor Hein of train No. 8 testifies that he was riding in the rear coach when he observed his engineer passing Carbon (meeting point) and ran to the rear and attempted to set the air brakes by opening the valve in the tail hose but found there was no air in the train line and upon investigation found the rear angle cock closed on the next car ahead. This testimony is not supported by the inspector who examined the air brakes before the train left East St. Louis. This inspector states that the air was cut in and operating on each car of the train when it left East St. Louis at 7:15 A.M. Whether the air was or was not working on this last coach has nothing to do with the direct cause of the accident.

The direct cause of this accident was the failure of the crew of No. 8 to take siding at Carbon as directed in order No. 211.

*Fifth*—The engineer handling this train, Mr. M. M. Cadden, is fifty-seven years of age and has been an engine-man for thirty-five years and a passenger engineer for the past ten years. His record for this time is the very best and he is considered by the company as one of its most competent men.

Why he forgot his orders cannot be explained. The only reason he can give, is that this was the first engine he had ever ran equipped with a speed recorder and he testifies that he had been watching this device and presumes it drew his attention from his orders.

The accident occurred at 8:10 A.M. and the crew had been on duty less than two hours preceded by more than twelve hours off duty.

*Sixth*—Trains are handled over this division by telegraphic train orders and governed by the Manual Block System, there being no block signal system in use. During the month of May, 1913, there was handled over this division, 214 passenger trains eastbound, 217 passenger trains westbound, 502 freight train eastbound, 449 freight trains westbound, totaling



1,382, 716 of which moved eastward and 666 west, averaging about 21 each day eastward and 21 each day west. Many high speed passenger and freight trains are run in moving this traffic over this single track district and it appears that the installation of block signals has not kept pace with the character and development of traffic. This collision, like many others, is chargeable to human failure and knowing this is a condition which cannot be entirely eliminated, there should be no delay in making suitable preparation to guard against it. The best remedy I can suggest at this time to prevent a similar accident is the installation of a well perfected automatic train control device, which will operate to stop a train when near a zone of danger.

Respectfully submitted,

[Signed] A. R. LAYMAN,  
Safety Appliance Inspector.

EAST ST. LOUIS, ILL., July 8, 1913

*Railroad and Warehouse Commission, Springfield, Illinois.*

GENTLEMEN: Following your instructions of July 5 I visited the scene of accident which occurred near Grand Tower on July 4 and from investigating I find as follows:

1. This was a derailment of a northbound extra freight train which occurred on the Murphysboro District of the Illinois Central Railroad. The train consisted of I. C. R. R. engine No. 818 and thirty-seven freight cars, in charge of Engineer L. M. Quigley, and Conductor E. L. Locke. No fatal injuries resulted, but Fireman O. Cook sustained injuries which will temporarily disable him from service.

2. The derailment occurred on a fill, which is the north approach to the bridge spanning Big Muddy Creek. The track over this fill is laid on a bed of cinders and has been unsafe for high speed for several months. The track is of 85-pound steel, laid on eighteen ties to each rail, and the surface and alignment of track adjacent to point of derailment appears to be well maintained.

3. Over this district the company runs some heavy engines and trains and on account of this fill having a tendency to spread and flatten out, the movement of trains over it has been governed by rule No. 163, which is as follows:

"A yellow flag and, in addition, a yellow light by night, placed upon the engineman's side of the track, indicates that the track about 3,000 feet distant is in condition for speed of but ten miles per hour, unless otherwise specified by train order, bulletin of time table. A green flag and, in addition, a green light by night placed on engineer's side will indicate end of slow track. In case of temporary defective track or bridges, trains must be warned by train order in every case where an accident might result if not so handled. Such orders must be delivered to trains each trip. They should not contain the words, 'until further notice.'"

On date of accident and for several weeks preceding it caution signals had been continuously displayed as required by this rule, but it has not been the practice to issue a train order to each train passing over it.

4. From testimony of Engineer L. M. Quigley the train left Gale at 2:25 p.m. and the derailment occurred 24 miles north at 3:15 p.m. He further testified that he had been running 20 to 25 miles per hour and on approaching Big Muddy Creek he observed the caution signals displayed by the road department, and shut off steam, allowing the train to drift over the bridge and fill at about 15 to 18 miles per hour. After crossing the bridge and near point of accident he states that he saw the track was shifted out of line, which he supposed was due to heat, and was hanging several inches over the shoulder of its bed. He was unable in the distance ahead to stop the train and after leaving the rails the engine ran about 100 feet before turning over. The first ten cars of the train were also derailed and scattered over the right-of-way. The following twelve cars remained on the track and just back of these, six other cars were derailed—the last

nine remaining on the track. From the result of the wreck and testimony of crew it is evident that the speed of this train was in excess of ten miles per hour and the caution signals were disregarded, but I am not at liberty to say that the derailment was caused by excessive speed as it is a very common practice to name a speed in a restricting order that can be exceeded with safety.

If the track were distorted as Engineer Quigley states, that alone could have caused the derailment.

The company has had full knowledge of the condition and trouble this fill has caused them and the danger that was always present. They have, in a measure, relied on the obedience of their rules to carry trains over it safely. Knowing that engineers on more important trains are apt to violate these speed rules, in endeavoring to facilitate the movement of their trains, it seems that the company should take steps to put this piece of track in such condition that it would be safe for trains at the usual speed attained over the district.

Respectfully submitted,

[Signed] A. R. LAYMAN,

*Safety Appliance Inspector.*

ACCIDENT, WABASH R. R., ALEXANDER, AUGUST 10, 1913, BOILER ENGINE No. 552

SPRINGFIELD, ILL., August 19, 1913

*Railroad and Warehouse Commission, Springfield, Illinois.*

GENTLEMEN: Pursuant to your instructions of August 10 I investigated the accident which occurred that date on the Wabash Railroad near Alexander, and the circumstances connected therewith developed the following facts:

*First*—This was a case of crown sheet of engine No. 652 being overheated account of not maintaining a sufficient supply of water in the boiler. Fireman C. W. Miller, a man of about three years experience was killed in jumping from the engine. No other personal injuries were sustained.

*Second*—This engine left Decatur about 12:35 A.M., pulling a special passenger train which was being moved as "Knights Templar Special," enroute to Denver, Colo. W. C. Logan, an engineer of about fifteen years experience on this road, was handling the engine. He took this engine from Springfield to Decatur on the previous afternoon (August 9) and reported work on the engine as shown in copy of work report attached hereto as Exhibit "A." The only item in this report effecting a boiler condition was "Clean out tank and both tank hose, injectors don't work good on account dirt in hose."

*Third*—Just prior to leaving Decatur the water glass on this engine burst and the train proceeded without another one being placed.

The engine was inspected at the shops of the Wabash R. R. at Springfield, August 12, and I find this engine to be an eight wheel passenger engine having a radial stay boiler of the wagon top type with a narrow fire box (75x35 inches). The fire box and boiler were found to be in serviceable condition. The engine was equipped with a No. 8 Ohio injector located one on each side of boiler convenient for engineer and fireman to operate. These injectors were removed, inspected, placed on engine No. 267 and tested, both found in good working condition. The tank valves, hose, feed water pipes, delivery pipes and boiler checks were examined and found to be free from any foreign substance that would obstruct the flow of water from tank to boiler. The three gauge cocks were found open, the lowest being located three inches above the crown sheet. The cup and drip pipe leading from the gauge cocks was found closed account of some foreign matter lodging in the pipe. The boiler pressure was controlled by two muffled Crosby safety valves, one of which lifted at 181 pounds and the other at 195 pounds pressure under a test on another boiler. The steam gauge was removed and tested on a Crosby dead weight tester and was found to be accurate at 200 pounds pressure, but about 2½ pounds off at 185 pounds.

An interior inspection and hydrostatic pressure test was made on the boiler May 14 and it was pronounced in good condition and safe for service with a steam pressure of 208 pounds. The boiler was last washed on July 31, and had made 419 miles up to time of accident. An interior inspection of the boiler after the accident did not disclose the presence of scale or sediment on the crown sheet to the extent that it contributed to the burning of it. The front portion of the crown sheet had been exposed and ninety-eight (98) crown stays pulled through the sheet allowing the steam to escape into the fire box.

*Fourth*—From the circumstances surrounding this accident I see no defective condition of the locomotive that caused this accident. The drip pipe being closed, it may be, the engineer was misled when using the gauge cocks to ascertain water level. It is the only defective condition which could be construed as a possible contributing factor. A water glass missing and drip pipe closed should not prevent a successful trip over the division and why it was not done in this case I am unable to say. With much accuracy we can place this accident to the long list of previous ones which are chargeable to human failure, and until inventive genius has provided means for safeguarding conditions similar to this one, we will probably have others in the future.

Respectfully submitted,

[Signed] A. R. LAYMAN,  
*Safety Appliance Inspector.*

TRAIN ACCIDENT, C., R. I. & P. RY., PERU, ILL., AUGUST 17, 1913

CHICAGO, ILL., September 9, 1913

*To the Railroad and Warehouse Commission, Springfield, Illinois.*

GENTLEMEN: Following the instruction of the chairman in his letter of September 3, I went to Peru on September 5 and made an investigation of the train accident at that point on the Chicago, Rock Island & Pacific Ry., which occurred at 12:50 A.M., August 17, 1913. The following report is respectfully submitted:

1. The accident was due to engine 1664 taking the switch out of a passing track leading to the turntable at Peru, and falling into the turntable pit, the turntable not being lined for this track at the time. This accident resulted in the death of the engineer and injuries to the fireman of engine No. 1664.

2. On the night of August 18, extra No. 1664, engine No. 1664, left Joliet light with a caboose at 7:30 P.M. At various places between Joliet and LaSalle, the next station east of Peru, it picked up cars for points west. This extra was in charge of Engineer Geo. Fischer, Fireman W. L. Voris, Conductor W. N. Cummings, and Brakemen T. J. Kennedy and G. J. Pompert.

3. Between LaSalle and Peru the main tracks of the C., R. I. & P. Ry. make a long flat curve to the southwest. On the north side of the main tracks and paralleling them is the westbound passing track, which is used mainly for storage purposes. The west switch of this passing track enters the main line some 600 feet west of the end of the curve, the connection being with the westbound main track, the switch being in the trailing position for westbound trains. Two hundred feet back from this switch in the westbound main track, there is a switch in the passing track, facing westbound movements. This switch in the passing track is a connection leading to the turntable at Peru, the turntable being located 100 feet northwest of the frog of the switch in the passing track, the turntable pit on its south edge being quite close to the main tracks.

4. On the night of August 16,17, extra No. 1664 on its arrival at Peru, had to pick up some cars on the westbound passing track. Just previous to the accident, the engine and three cars were cut off the train, which was left standing on the main track east of the west passing track connection

with the main track. The engine and three cars proceeded west on the westbound main track to clear the west passing track switch, and then backed in on the west passing track to a point some 500 feet from the switch. Coupling onto the cars it was desired to place in the train, it started out of the passing track, but instead of going out onto the main track, the turnout in the passing track was set for the track leading to the turntable and the engine with steam working proceeded over the turntable track and fell into the turntable pit, turning over onto one side, the tank falling onto the engine.

5. The switch in the westbound passing track is normally set for the turntable track, thus acting as a derail at the west end of the westbound passing track. When trains pass into or out of the passing track, it is therefore necessary to throw the turntable track switch and the main track switch. On the night in question, it seems that Brakeman Kennedy, who had only worked ten or eleven days on this road, was acting as head brakeman, and rode the engine while making the move into the passing track. He did not throw the west switch of the passing track, as some member of the switching crew working in that vicinity was at the switchstand and threw the switch for him. Nor did he throw the turntable track switch, and the only conclusion is that the engine and three cars backed through the turntable switch, and then backed on east to the cars which were picked up. There is testimony to the effect that just previous to the accident the turntable switchlight was burning and giving the proper indication of the position of the switch points. The testimony also shows that after the accident this switchlight was out, and the obvious conclusion is that the backing of the engine and three cars through the switch affected the switchstand so violently as to cause the switchlight to go out. With the switchlight out, the engineer had no indication of the position of the turntable switch, and probably was not watching for it, as it is presumed that he thought his head brakeman had previously set the switch in the proper position, and would be watching for it coming out. This does not relieve the engineer from the duty of noting the position of a switch or the absence of the switchlight indication, which presumably existed.

6. The brakeman testified that having worked on this road but a short time, he had never been in the vicinity of the accident doing switching work, that he did not know of the turntable switch or that the turntable switch was normally lined for the turntable. This specific accident may therefore be said to be due to the ignorance of the head brakeman, who failed to properly line the turntable switch, and to the engineer for failing to note absence of the turntable switchlight or the position of the turntable switch.

7. The situation with respect to this turntable and the way it is connected by track with the passing track is unusual. It is undoubtedly necessary to have the existing layout on account of the narrow strip of ground available between the bluffs on the north and the C., B. & Q. R. R. right-of-way on the south. But it seems an unwise arrangement to have a turntable track act as a passing track derail, especially when there is but 100 feet of track between the frog of the switch and the edge of the turntable pit. The opinion is held that a much more safe arrangement would be to have the turntable track switch normally lined for the passing track, with a derail on the passing track rails a short distance west of the switch points of the switch leading to the turntable, this derail being of course located so as to derail trains moving over the passing track, and not over the turntable track. If this arrangement is for some reason inadvisable, the same protection or nearly as good protection may be given trains, by leaving the turntable switch normally set for the turntable track, as now, but with the addition of a derail installed in the turntable track just west of the frog in the passing track. In many ways the first solution would seem the best, but there is so little room for a switchstand for the operation of the derail, if located as first suggested, that it may be possible the second arrangement may be the best. At any event, the present arrange-

ment seems dangerous, and some protection should be given to prevent a repetition of this accident.

Yours very truly,  
W. A. VANHOOK,  
*Assistant Engineer.*

EAST ST. LOUIS, ILL., October 6, 1913

*Railroad and Warehouse Commission, Springfield, Illinois.*

GENTLEMEN: Relative to telegraphic instructions of September 27 I investigated the accident which occurred on the C., C., C. & St. L. Railroad near Joan and following were the circumstances:

1. This was a rear end collision between two eastbound freight trains in which Brakeman G. B. Dodds was killed and several other employees sustained temporary injury.

2. At point of accident this is a double track line used jointly by the C., C., C. & St. L. R. R. and C. & E. I. R. R., over which the movement of trains is controlled by the Manual Block System.

3. On September 26, C., C., C. & St. L. engine 6608 was in work train service between Hillsboro and Lenox. Starting at 6:30 A.M. the crew had used both tracks during the day as their work required, and were returning eastbound for Hillsboro, when the wreck occurred which was about 7:15 P.M.

4. At Livingston this crew received the following order:

Livingston.

Block Train Order No. 149.

"Extra 6608 will enter the block, at above named station, not before 6:35 P.M. under caution signal and proceed to next open block station, looking out for Extra 6864 which entered the block at 6:28 P.M."

Extra 6608 consisted of six steel hopper cars, three of which were loaded, a box car used to carry the laborers, and the caboose, all being pushed ahead of the engine.

Conductor H. A. Cavins and Brakeman H. D. Nelson of Extra 6608, testified that Brakeman G. B. Dodds and H. D. Nelson rode the caboose platform and were on the look-out ahead for the rear of Extra 6864.

5. The speed of the train was estimated to be from 15 to 20 miles per hour, the track being straight and slightly down grade. Extra 6864 eastbound with seventy-three cars had been delayed at the east limits of the block account of the block signal at Joan indicating a train was in the block ahead which was a C. & E. I. freight train.

6. It was a very dark night and Cavins testified that he could not see any red lights displayed on the rear of Extra 6864 and Brakeman Nelson states he could distinguish but one red light in the direction of Joan, and he took that to be the home block signal at Joan.

7. Engineer G. W. Glas and Fireman R. D. Crispin of Extra 6864 contend that they saw the markers of their train a few minutes before the accident, and that they were properly displayed.

Flagman L. I. Raymond of Extra 6864 testified that he placed the markers on the rear of his caboose before reaching Livingston, and that they were burning brightly at time of accident. Conductor C. M. Morgan of Extra 6864 was riding in the cupola of his caboose and sustained temporary injuries. He affirms that the markers on his caboose were burning, and just prior to the accident the operator at Joan had displayed a caution block signal which authorized his train to move into the next block, and his train had begun to increase speed when it was struck.

8. There is no automatic block signal system on this division and train movements are controlled by the manual block system. And "absolute block" is maintained for passenger service and a "permissive block" for freight service, only allowing a following train to enter an occupied block under a caution signal, and with a block train order.

During the month of August one thousand eight hundred and twenty-nine trains were handled between Pana and Lenox, which is the double track portion of this division.

The manual block system has been in effect over this division for about two years, and the management of the line informs me that this is the first collision.

9. From the testimony of all concerned I am led to believe that the crew of Extra 6608 did not properly observe and obey the rules requiring them to run under control when using the block ahead. The conductor and flagman of Extra 6864 are not entirely free from censure and probably could have prevented the accident, by exercising more caution in protecting the rear of their train. A burning fuse thrown off when the speed of their train was reduced would have averted the collision. Another contributing feature is the manner in which Extra 6608 was being handled. The practice of pushing trains ahead of the engine, especially after dark, is not one to be commended, and if the management of this line countenances this method they are responsible for the results which follow such methods.

Respectfully submitted,

[Signed] A. R. LAYMAN,

*Safety Appliance Inspector.*

COLLISION, C. & N. W. RY., CHICAGO, SEPTEMBER 30, 1913

CHICAGO, ILL., October 18, 1913

*To the Railroad and Warehouse Commission, Springfield, Illinois.*

GENTLEMEN: Following the verbal instruction of Commissioner B. A. Eckhart, I made an investigation of the collision of an engine with a passenger train within the limits of the interlocking plant at Lake Street, Chicago, on the tracks of the C. & N. W. Ry. Co., just north of the Fulton Street viaduct, and a short distance north of the C. & N. W. Ry. passenger terminal in Chicago. This collision resulted in minor injuries to three or four passengers. On October 2 I went to the Lake Street interlocking plant and made tests of the apparatus, and on October 3 attended the investigation held in the C. & N. W. Ry. Co. general offices in Chicago. The following report is respectfully submitted.

1. About 10:00 A.M. September 30, 1913, C. & N. W. Ry. engine No. 399, running light through the Lake Street interlocking plant, collided with eastbound suburban passenger train No. 48, both passenger train and engine being inbound at the time, and moving over converging routes in the interlocking plant. Engine No. 399 was in charge of Engineer L. Van Vlack and Fireman J. McNicholas. Passenger train No. 48 consisted of five cars, pulled by Pierre, Rapid City & Northwestern Ry. engine No. 6, in charge of Engineer J. Wheeland and Fireman J. B. Kaufmann.

2. Previous to the collision, eastbound passenger train No. 2, running from Omaha to Chicago over the Galena Division in Illinois, had arrived at the Chicago passenger terminal at 9:30 A.M., on time. Between Clinton, Iowa, and Chicago, it was hauled by engine No. 399 in charge of above named crew. Train No. 2 was brought into the passenger terminal on station track No. 7, the seventh track from the west. The passengers had unloaded, and back-up man, W. J. Currin, got on the rear end of train No. 2, in order to back it out of the station. As a general rule, the engine of an inbound train is used to back it out to a coach yard, but it often happens, as in this case, that it is desired to set out the train outside the terminal station to be handled later by a switch engine, while the engine which hauled the train is sent to the shops, or elsewhere, without the delay necessary if it is used to back the train out to a coach yard. It also may be said that such back out moves of through passenger trains are made under the charge of back out men, who ride the rear end of the trains.

On this morning, engine No. 399 was to be sent to the shops on arrival at Chicago, and it was arranged to have engine No. 399 back the coaches out onto running track No. 1, north of the Lake Street plant, running track No. 1 being the most westerly of the six running tracks approaching the passenger terminal. The cars were to be set out on this running track.

3. The Lake Street interlocking plant is used to handle train movements between the six running tracks approaching the plant from the north

and the sixteen terminal station tracks south of the interlocking plant, and the plant is handled by levermen under the direction of the tower director. About 9:40 A.M., the leverman on the south end of the interlocking machine started to back engine No. 399 and the cars of train No. 2 for the move onto running track No. 1, but the train was stopped when part way through the plant as running track No. 1 was occupied by other trains, so the equipment of train No. 2 was again headed in on station track No. 7. A few minutes later running track No. 1 was available, and engine No. 399 and the cars were backed out of the station and onto running track No. 1 through a crossover move, the latter being completed by a trailing move through switch No. 32, which was returned to its normal position, set straight for running track No. 1, when the train cleared the plant on running track No. 1. Engine No. 399 and the cars were backed around the curve west bound, until the rear end approached the Clinton Street interlocking plant, and was stopped between the two interlocking plants with engine No. 399 probably some 800 feet from the inbound home signal No. 11, of track No. 1, of the Lake Street plant. Back up man Currin then walked towards the head end of the train, and cut off the engine from the rest of the train, preparatory to a return to the Lake Street plant, where it was the intention to have engine No. 399 crossover from running track No. 1 to running track No. 3, on which the engine would back out to the shops.

After cutting off engine No. 399, the back up man had completed his work, and was no longer in charge of the train, though he then rode to the Lake Street plant on the rear end of the engine tender.

4. Train No. 48 is an eastbound Galena Division suburban passenger train, scheduled to leave West Chicago at 8:30 A.M., and to arrive at the Chicago Terminal at 9:50 A.M. On this day it was a few minutes late approaching the Lake Street plant. It was being routed into the terminal over running track No. 2, the next running track east of running track No. 1. Its inbound route had been lined up over running track No. 2 through the Clinton Street and Lake Street interlocking plants, and it was the intention to run into the terminal on station track No. 1. Train No. 48 received a clear signal at the Clinton Street plant home signal, and passing round the curve to the southeast and approaching the Lake Street plant, received a clear indication from the home signal No. 13 of the Lake Street plant, showing that it had a route through the plant and could proceed on into the station. In approaching the Lake Street plant train No. 48 had passed on the curve engine No. 399 which was at that time on running track No. 1. Whether engine No. 399 was at that time at a stand still or was moving toward the Lake Street plant has not been conclusively ascertained.

However, after passing engine No. 399, train No. 48 passed home signal No. 13, governing inbound movements over running track No. 2, and was part way through the double slip switch controlled by levers No. 33, 34, and 35, when the engineer of train No. 48 looked back and saw engine No. 399 taking the turnout through switch No. 32, and getting quite close to the coaches of train No. 48. He applied the emergency brakes while his train was moving from six to eight miles per hour, and train No. 48 had stopped or nearly stopped at the moment of collision. Engine No. 399 came in contact with the side of the second car from the engine in train No. 48, tipping this car part way over to the east, and partially derailling the third car.

5. Previously when the equipment of train No. 2 had backed onto the running track No. 1, switch No. 32 had been returned to the normal position, as soon as the train cleared it. The tower director states that this was done on account of the fact that this was the customary practice with regard to switches in the plant during bad weather conditions. This morning had been foggy, but the fog had cleared up shortly after 9:00 A.M., and the weather was good at the time of the accident. While train No. 48 was approaching the plant the tower director instructed the leverman on the north end of the interlocking machine to cross engine No. 399 from running track No. 1 to running track No. 3, as soon as train No. 48 passed, and while train No. 48 was in the plant or just entering it, this north end leverman reversed switches No. 32 and No. 36 preparatory to setting up the crossover route for engine No. 399. On the crossover between switches No. 32 and No.

36 is located the double slip switch No. 33, 34, 35, this double slip switch being also located in running track No. 2. The complete route for this crossover move required the double slip switch mentioned to be in a different position or lineup from their position while lined up for train No. 48. The crossover move could not therefore be considered completely lined until train No. 48 had passed through the double slip and a certain distance beyond, whereupon the double slip could be lined up for the crossover move and the proper signals given to engine No. 399 for the crossover route.

6. There seems to be no dispute of the fact that train No. 48 had the inbound route over running track No. 2 through the Lake Street plant and that it had received proceed indications from signals No. 13 and No. 14, the latter being a dwarf signal on the ground to the right of the center of the double slip switch No. 33, 34, 35. Another fact that is self evident is that switch No. 32 had been reversed some time just previous to the collision. The most important fact is that engine No. 399 and train No. 48 at the time of the collision were traversing routes converging to a common point in the interlocking plant.

The function of an interlocking plant is to so control train movements that there may be no conflict in route or collision of train traversing conflicting routes.

In this collision, there are three possibilities to be discussed in seeking the cause of the accident. The first is whether the plant was properly designed and constructed to prevent just such happenings. The second is whether any failure in the plant is responsible and the third whether there was any failure on the part of either the engineer of train No. 48 or of engine No. 399.

7. The Lake Street interlocking plant is a passenger terminal plant, located approximately 1,200 feet from the end of the terminal station tracks. It is of the electric type, and the signaling is three position. All the signals are dwarf in type and thus indicate slow speed movements, only. The home signals for inbound trains are located at the north end of the plant on a signal bridge, and are of the semaphore type. All other signals for inbound movements and all signals governing outbound movements are of the disk type and are located on the ground. Each inbound train must receive indications from the proper home signal and two or three disk signals. The signals are power operated and in no sense automatic, there being no track circuits to control their indication. The plant is equipped, however, with track circuits to detect the presence of trains in the various sections of the plant and to prevent the changing of a route over which any train is passing until such time as the train has passed through a predetermined part of the plant. This is effected through the operation of electric locking devices on the machine, preventing erroneous manipulation of the levers.

As in all interlocking plants, the interlocking machine is also provided with mechanical locking, so designed as to prevent the giving of two conflicting routes simultaneously. In the Lake Street plant, where the train movements are very numerous and must be facilitated in every way, there is no full mechanical interlocking of the switch levers, but the arrangements such that there can be no giving of signals for conflicting routes simultaneously. The plant is not equipped with derails, and in short, the plant gives signal protection only, and was purposely so designed. Approaching the plant from the north, all trains must traverse a quite sharp curve, which terminates quite close to the inbound home signal bridge. All trains must use moderate speed around this curve and approaching the plant, be prepared to stop at the home signal or at any governing disk signal on the ground. At such a terminal plant as this train movements must necessarily be frequent. How frequent may be gathered from the fact that there are over 300 trains, inbound and outbound, scheduled through this interlocking plant each week day. In addition there are a nearly equal number of back up moves, for with few exceptions all inbound trains must be backed out, and all outbound trains backed in. And further there are many switching moves to be made which are not included, in the 300 or more scheduled moves through the plant. The total movements through the plant each week day total from 800 to 900. Nor is this large number of movements equally distributed



through the twenty-four hours of a weekday. In a table below is given the number of trains, inbound and outbound, scheduled through the plant during certain hours of dense traffic:

From—	To—	Number of Trains		
		Inbound	Outbound	Total
6:01 A.M.	7:00 A.M.....	7	7	14
7:01 A.M.	8:00 A.M.....	27	6	33
8:01 A.M.	9:00 A.M.....	31	6	37
9:01 A.M.	10:00 A.M.....	9	5	14
10:01 A.M.	11:00 A.M.....	12	8	20
3:01 P.M.	4:00 P.M.....	8	8	16
4:01 P.M.	5:00 P.M.....	5	11	16
5:01 P.M.	6:00 P.M.....	3	32	35
6:01 P.M.	7:00 P.M.....	11	19	30
7:01 P.M.	8:00 P.M.....	8	4	12

The maximum is 37 scheduled trains during one hour, and including also back up moves and switching moves, the maximum number of movements in one hour must approximate 75 to 100.

The installation of derails and semi-automatic signals in such a plant as this is considered undesirable for several reasons. The introduction of derails affects track room adversely, makes it necessary to have a larger and more complex plant and machine, requiring more time in setting up any one route, and increasing the time between successive train movements, on the other hand decreasing the plant and terminal station capacity. That the mechanical locking gives signal protection only is due to the fact that the train movements during these hours of dense traffic are so numerous that it is necessary to have facility such as will permit a partial lining of one route while another route in conflict is being traversed by a train.

The capacity of a terminal in such a city as Chicago with its heavy inbound and outbound passenger traffic, both through and suburban is very important both to the railroad and to the travelling public, and this traffic is constantly increasing, making it necessary to handle additional trains. The interlocking plant at such a terminal plant as this serves two purposes; protect the train movements and to facilitate them. The same measure of protection as is given at an interlocking plant away from the terminal cannot be here given without some sacrifice of terminal capacity.

While such a plant as this without derails and without a maximum of mechanical locking protection and in fact only signal protection, cannot absolutely prevent a collision of trains, yet with a collision at the moderate speed which is customary here, there is scarcely any addition to the hazard over that at a plant giving protection to train movements at high speed by means of derails.

The derailment of a high speed train is considered even more dangerous than the collision of two trains at low speed, such as may occur at a plant of this character.

In the description of the plant given in this paragraph, an error was made in stating that none of the signaling is semi-automatic. The part of the plant in which this collision occurred has no automatic signals, and this is also true of a large portion of the plant, the exception being the last inbound signals, which are semi-automatic and governed by track circuits on the station tracks.

This interlocking plant, whose design was approved by the Commission previous to construction, was inspected by the Commission, and is now operated under their permit.

In view of the location and use made of this plant, there can be scarcely any question that the plant is adequate and reasonably safe.

8. Granting that the plant is adequate, the fault for the collision would seem to be due to either failure of some kind on the part of the engineer, of one of the two trains concerned, or failure in the interlocking apparatus. In the latter, failure can occur in several ways. There may be failure of

the mechanical locking, or failure in the electric locking, or some part or parts of the plant may be improperly operated by crosses in or grounding of the circuits. The signal department of the railroad made tests of the mechanical and electric locking and other tests shortly after the accident, and could find nothing indicating that a failure had occurred which in some way could have been responsible for the accident. On the second day after the accident, I also made tests of the plant to see if some fault could be found in the plant. I found that the mechanical locking was giving the proper protection, that the detector circuits and locking were operating properly, and that the cross-protection apparatus in the circuits was effective in preventing improper clearing of a signal when crosses were introduced between the various wires of signals No. 11, and No. 13. We may therefore conclude that there is but a very remote possibility of there having been any improper manipulation of failure in the plant, such as would give a false indication to signal No. 11, thus indicating a safe route for engine No. 399. It is entirely possible that some condition existed at the time of the collision which did not exist later when the tests were made, but this is a new plant, maintained in excellent condition, and there has been at no time any indication of failure on the part of the apparatus, or failure on the part of the installations made to check up any failures of the apparatus, such as could have been responsible for this accident, and the weight of the evidence is against any failure of the plant having occurred.

9. The engineer of engine No. 399, and he is corroborated by his fireman, states that as he approached signal No. 11, he found it giving a clear indication, and he states that it was still clear up to the time he lost view of it as it was obscured by the smoke of the engine passing under it. He also states that he first knew of impending trouble when his fireman called to him to stop as he was taking switch No. 32. He immediately made an emergency application of the brakes and thinks he stopped within a few feet, and that he was stopped at the instant of collision.

The towerman states that the minute it was seen that an accident was imminent, on account of engine No. 399 passing the home signal No. 11, he tried to return switch No. 32 to it's normal position, but the engine had entered a track circuit which prevented the returning of the switch. The director then hastened to a window to observe the position of signal No. 11, and states that it was at stop.

10. Summing up the possibilities of what may have been responsible for this collision, there is the remote chance that through some failure of the interlocking apparatus, there occurred a false indication of signal No. 11, giving engine No. 399 a clear route through the plant in conflict with the route of train No. 48. On the other hand there is the more probable chance that the engineer of the engine No. 399 ran his engine past signal No. 11, while it was giving a stop indication, either through failure to observe it's indication, or observing, through failure to heed it's indication.

Yours very truly,

W. A. VAN HOOK,  
*Assistant Engineer.*

DERAILMENT NEAR LAKE VIEW, C. & A. R. R., OCTOBER 19, 1913

SPRINGFIELD, ILL., October 23, 1913

*To the Railroad and Warehouse Commission, Springfield, Illinois.*

GENTLEMEN: Pursuant to your instructions of October 19, 1913, I have investigated the railroad accident which occurred on the C. & A. Railroad near Lake View, Madison County, Illinois, and beg to submit the following report:

1. This was a derailment of southbound passenger train No. 7 consisting of engine No. 633, one baggage car, one chair car, one buffet car, and three Pullman sleepers, all of which had a steel underframe with wood superstructure. It is known as the Midnight Special, leaving Chicago at

12:01 A.M., making only one stop to receive passengers at Springfield and is due at St. Louis, Mo., at 7:49 A.M.—distance 284 miles.

2. The train is due from Godfrey at 6:43 A.M., and on this trip the Chief Dispatcher's train sheet shows its movement as follows:

Left Godfrey.....	7:13 A.M.
Left Wann.....	7:24 A.M.
Left Hartford.....	7:27 A.M.
Accident occurred at Lake View.....	7:31 A.M.

The distance between these places shows the speed to be as follows:

Godfrey to Wann.....	40.8 mi. per hr.
Wann to Hartford.....	42 mi. per hr.
Hartford to Lake View.....	45 mi. per hr.

3. The track where accident occurred is used and operated jointly by the C. & A., C., B. & Q., and C., C., C. & St. L., but is owned and maintained by the C. & A. R. R. Company.

The movement of trains over it is controlled by the manual controlled block system.

4. The track is straight, and the accident occurred on the fill which is the south approach to the bridge spanning the Diversion Canal built by the East St. Louis Drainage District, in Madison County.

The rail is new—90-pound steel, 33 feet in length, placed upon 18 to 20 ties to the rail. This approach was built of dirt within the past two years but no stone ballast has ever been used on it.

Under the ties is about 12 to 15 inches of cinder ballast, and in the immediate proximity of the place of accident the ties are exposed, only a small portion being embedded in the cinders. The rails are single spiked on both sides and four-hole angle bars 24 inches long are used to splice them.

5. Between Godfrey and Wann the speed of trains is restricted, by a time card rule, to not exceed fifty miles per hour. South of Wann, and over point of accident, there was no speed restriction in effect at time of accident.

About 75 feet east and paralleling C. & A. track is the track of the C., C. & St. L. R. R. Co., which was built about the same time the C. & A. was completed.

The C., C., C. & St. L. has their track well ballasted with crushed limestone and in addition thereto have restricted the speed of their trains over the fill and bridge from 15 to 30 miles per hour according to track conditions, and at the present time have an order in effect requiring trains to not exceed 20 miles per hour.

6. The first portion of the train to leave the rails was the forward pair of tender trucks. The locomotive was one of the company's largest passenger engines, having a total weight of 249,100 pounds, 76 feet in length over all, and a wheel base of 34 feet 8½ inches. The tender is 27 feet 9½ inches long, with a wheel base of 20 feet and 9 inches, and has a maximum height of 12 feet 7-16 inches from top of rail to top of tender. The cistern of tender is 5 feet 9 inches high, 10 feet wide, having a capacity of 8,500 gallons of water and 14 tons of coal, with a total weight of 167,600 pounds.

The (Andrews Trucks) carry the cistern, and both are equipped with side bearings, the forward pair being placed 50 inches apart and the rear ones 52 inches, center to center of bearings.

Two days after the accident I made an inspection of the engine and tender at the Venice Round House and discovered no mechanical defects which would contribute to the derailment.

7. From the circumstances surrounding this accident I am led to believe that it was due to excessive speed in view of existing track conditions. While the rails were good, their foundation could and should have been much better. Many of the ties were old and up out of the surface, when they should have been embedded in substantial ballast to make it safe for the high speed of the heavy equipment to which it was subjected.

Rule No. 46 of the rules of the track, bridge and building department of the C. & A. provide that when the track is unsafe for trains at the usual rate of speed, an order should be issued to the engineer specifying a safe

rate of speed. In this case no order was issued regulating the speed and the engineer was at liberty to make the usual time.

There were no fatal injuries and only a few minor ones. With the exception of the locomotive drivers the entire train was derailed and track and roadbed torn up for about 600 feet.

Respectfully submitted,

[Signed] A. R. LAYMAN,  
Safety Appliance Inspector.

TRAIN ACCIDENT, A. E. & C. R. R., WARRENVILLE, OCTOBER 22, 1913

CHICAGO, ILL., October 25, 1913

*To the Railroad and Warehouse Commission, Springfield, Illinois.*

GENTLEMEN: Following the verbal instructions of the consulting engineer, I went to Warrenville on October 22d, and made an investigation of the accident which occurred on line of the Aurora, Elgin & Chicago R. R. Co., at that station about 5:40 A.M., this same day. The following report is respectfully submitted:

1. On the morning of this accident, A. E. & C. R. R., passenger train No. 95-17 had just passed Warrenville sub-station and depot westbound, when the front truck of the front car came in contact with an obstruction between the rails, causing the derailment of the train, and consequent destruction of about 500 feet of track. This accident resulted in the death of an employee, on duty, of the A. E. & C. R. R. Co.

2. The Aurora, Elgin & Chicago R. R. Co., operates a third rail electric railroad. The main line is double tracked between Chicago and Wheaton, and west of Wheaton there are two single track main lines, one extending from Wheaton to Aurora; the other from Wheaton to Elgin. There are also two single track branch lines, one leaving the Wheaton-Aurora main line at Batavia Junction, nine miles west of Wheaton, and extending to Batavia; the other being a line leaving the Wheaton-Elgin main line a few miles west of Wheaton, and extending to Geneva. Within a short distance of the west end of the branch into Batavia, the A. E. & C. R. R., has a large power-house, where electric current for train operation is generated. A large amount of coal is used at this power-house, and for the purpose of unloading the coal, this railroad has an all steel electrically operated full circle crane. The crane itself is mounted on a turntable on a steel flat car, which is equipped with two trucks. For moving about yard tracks, the crane car is equipped with a sliding gear arrangement, which at will of the cranesman can be meshed with gears on two of the truck axles, making the car self propelling. When moving from point to point over the road, the propelling gear is left unmeshed and the crane is hauled by a motor car. For some time past, the A. E. & C. R. R., has been engaged in the erection of steel towers to be used in carrying high tension wires between Wheaton and Elgin. In order not to interfere with the heavy passenger traffic during the day, it has been customary from time to time to take this crane away from the Batavia power-house in the evening and use it on the Wheaton-Elgin main line to erect the steel towers during the night, returning the crane to Batavia early in the morning.

3. On the night of October 21st and 22d, the crane had been in use on the Wheaton-Elgin line erecting these steel towers, and on returning to Batavia left Wheaton at 5:15 A.M., on the morning of the 22d, pulled by motor car No. 5, in charge of J. Guseman, Motorman; T. Cavanaugh, Conductor; and C. B. Williams, Flagman. Cranesman G. Stafford was also with the crew on this train. The crane and motor car No. 5 passed Warrenville, a sub-station five miles west of Wheaton on the line to Aurora, about 5:30 A.M. Just after car No. 5 and the crane passed Warrenville sub-station the yokes supporting an axle and one of the gears in the self-propelling mechanism broke, letting the gear, 22 inches in diameter and the 39-inch by 5-inch axle, on which the gear was set, fall to the track. In falling the gear made the first mark on the ties about 250 feet west of Warrenville sub-station. The crew on motor car No. 5 felt a slight shock about this time, but presumed it was the circuit breaker in Warrenville sub-station going out, a

not unusual occurrence. In a way their conclusion was correct, as after the gear and axle fell, they rolled to the north and touching both track and third rail, caused a short circuit, operating the circuit breaker in the Warrenville sub-station. The sub-station operator presumed that sudden application of power on car No. 5 had caused the operation of the circuit breaker, and within a minute or so, he returned the circuit breaker to normal, permitting electric current to flow through the third rail. By this time the axle and gear had stopped rolling and come to rest between the main track running rails, no longer forming a short between the north running rail and the third rail. The first conclusion of trainmen and sub-station operator that overhead or too sudden application of load had caused the circuit breaker to operate seemed now to be confirmed, as within a very short time, no shorting of the circuit was found.

4. The first scheduled passenger train between Wheaton and Aurora is due to leave Wheaton at 5:30 A.M., arriving at Aurora at 5:57 A.M. This is train No. 95-17, the double number being due to the fact that it carries an extra car, train No. 17, which operates in shuttle service all day between Batavia Junction and Batavia. On this morning October 22d, train No. 95-17, consisting of motor cars No. 307 and No. 46, the latter being the rear car to be left at Batavia Junction. The train was in charge of Motorman Wm. Fortmeyer and Conductor M. P. Whitney. Motorman H. H. Coudrey and Conductor Wm. Snyder were also on this train deadheading to Batavia Junction, where they would take charge of motor car No. 46 in shuttle service to and from Batavia. The train left Wheaton on time, and passing Warrenville a few minutes late, had proceeded something over 300 feet beyond Warrenville sub-station, when the front car struck the gear and axle lying between the running rails, and the front truck was lifted off the track. The train evidently must have been going at high rate of speed, for after leaving the track, the front car tore up track and third rail for nearly 400 feet; finally veering off to the north, destroying a heavy wood pole of the high tension line, reversing direction and turning over on one side. The rear car, motor No. 46, seems to have kept close to the road bed though passing over destroyed track, and after the front car swerved and reversed direction, the rear car passed it and came to rest slightly inclined, but still on the road bed. Both cars were of wood construction with steel underframes. The surprising part of the accident is that both cars came out without destruction of the car bodies, and the steel underframes seem to have been responsible for this.

5. As this train was nearing Warrenville, previous to the accident, the conductor on duty, M. P. Whitney, went to the front platform to see, as required by the rules, the position of the Warrenville train order signal, which was at clear. This conductor has not yet left the platform when the train struck the obstruction, and was killed presumably while trying to jump from the car on the side toward which it overturned and while it was overturning.

6. No definite conclusion has been reached as to the cause of the fracture of the yoke or yokes, holding up the axle and gear which dropped. These yokes seem to be steel castings; the breaks were clean, such as would not be the case if the yokes had previously been cracked at some time, with the consequent chafing as the crane was operated. Nor was there any apparent flaw in the metal which could have been responsible. The crane was being pulled in the rear of car No. 5, so that the crane itself would nearly clear the obstruction, but the following train which was derailed had motor casings 4 inches above top of running rail, and the motor casing of the front truck of the front car struck the obstruction, causing the accident. On the Friday previous to this accident, the crane had been put through the shops for inspection and adjustment and slight repairs, and nothing was then found which indicated impending failure on the part of the gear yokes.

7. This accident therefore seems to have been due to some cause which could not have been foreseen. There seems to be no possibility that the yoke or yokes were broken by striking some obstruction in the track, for these yokes are up close under the car body, and any obstruction would have

to first meet the motor casing of car No. 5. There are several explanations why the motorman of train No. 95-17 did not see this obstruction in the track. The accident occurred just before daylight, and the weather conditions were not good. As his train approached Warrenville it was ascending a grade whose summit is just about the place of the accident, hiding the view of any obstruction, and there was an additional reason in that the motorman must watch for and get the position of the train order signal and Warrenville and also watch for any passengers who may desire to get on the train. It happens that there were no passengers on the train and none waiting for it at Warrenville.

Yours very truly,

W. A. VAN HOOK,  
*Assistant Engineer.*

#### TRAIN ACCIDENT AT GREEN RIDGE

November 22, 1913

*To the Railroad and Warehouse Commission, Springfield, Illinois.*

GENTLEMEN: In pursuance to instructions as per telegram hereto attached, I represented the Railroad and Warehouse Commission in a joint investigation on October 31st, concerning the train accident which occurred on the line of the Chicago & Northwestern Railway Company at Green Ridge on October 29, 1913. This investigation developed the following facts:

*First*—The train accident referred to was a collision between the C. & N. W. southbound way-freight extra No. 1407 and some dongola cars spotted on the main track of the Macoupin County line at the pumphouse, a short distance south of Green Ridge. This accident occurred at about 5:40 P.M., on October 29th. It resulted in fatally injuring Conductor T. E. Scanlin of Belvidere, Ill., and Flagman C. N. Donaldson of Oak Park, Ill., both of whom died the following day.

*Second*—As indicated on the map attached hereto, this accident occurred on a portion of the Macoupin County Ry. line (operated by the C. & N. W. Ry. Co.), extending from the point of connection with the tracks of the Chicago & Alton R. R. Co., at Green Ridge, a distance of about two miles southward to the point of connection with the main track of the St. Louis, Peoria & Northwestern Ry. Co. (operated by the C. & N. W. Ry. Co.).

*Third*—On October 28th Conductor D. Rutherford of work train extra was instructed by General Yard Master J. Walliser to spot four gondola cars on the track of the Macoupin County line at the water tank, which is about midway between the point of connection above referred to. These cars contained material to be unloaded by the section men.

At 1:10 P.M. of the same date General Yard Master Walliser telephoned the train dispatcher, W. D. Meredith, at South Pekin and notified him of four cars spotted on the Macoupin County line.

*Fourth*—Prior to September 18th, freight traffic from the Benld territory was handled by way of the Green Ridge connection on the line of the C. & A. R. R. Co. On September 17th the C. & N. W. Ry. Co. commenced hauling freight traffic from the Benld territory by way of the newly constructed line (St. L., P. & N. W. Ry. Co.) to South Pekin. On that date the switch connecting the main track of the Macoupin County Ry. Co. was set normally clear for the St. L., P. & N. W. track, the line which thereafter would be considered the main track. This point of connection is referred to as M. C. connection. After this date that portion of the Macoupin County line between M. C. connection and the Green Ridge connection was considered by Supt. F. O'Brien as a switching lead.

*Fifth*—Since September 18th it has been the custom of northbound way-freight trains to leave cars destined for Green Ridge at M. C. connection, and for the southbound way-freight to deliver these cars to points of destination.

On this division there are two train crews in way-freight service running in opposite directions. The crew, for instance, which would go south one day would return north the following day.

*Sixth*—When General Yard Master Walliser notified Train Dispatcher Meredith on October 28th of the four cars spotted at the water tank, Train Dispatcher Meredith made a lead pencil memorandum which read as follows:

"Three cars on bridge at water tank at Green Ridge on main line. Leave spotted if not unloaded."

Apparently through the medium of the telephone, on same day, Train Dispatcher Meredith took the precaution to notify Conductor Klug of south-bound local extra 1387 to look out for the cars spotted on the main track at the water tank and to notify him what he (Klug) did with them. Conductor Klug notified Train Dispatcher Meredith that the work of unloading the cars had not been completed and that he had left them spotted at the same place.

*Seventh*—To the memorandum made by the train dispatcher, Meredith, before he was relieved by the next train dispatcher, he marked Conductor Klug's name in ink, check marked it and left it on the desk for the information of Train Dispatcher C. W. Evans, who came on duty at 4:00 p.m.

*Eighth*—When Train Dispatcher Evans came on duty at 4:00 p.m. on October 28th he found the memorandum referred to and concluded that nothing further was to be done in connection with the cars previously spotted and placed the memorandum in the files. That was the end of the memorandum relating to the spotted cars, and when Train Dispatcher Evans went on duty again the following day, October 29th, the following train order was addressed to C. & E. engine No. 1407 at Girard, Ill., at 5:12 p.m. and known as order No. 49, which reads:

"Engine No. 1407 run extra Girard to Green Ridge and return to Beuld. Signed I. B. S." Repeated at 5:12 p.m. O. K'd at 5:12 p.m. Signed I. B. S. by Operator Sparks.

*Ninth*—The train which received the order above quoted on October 29th was the southbound local known as extra 1407, in charge of Conductor T. E. Scanlin and Engineman E. R. Youmans. When this train reached M. C. connection it backed its train of caboose and five or six cars, including six cars coupled to the front of the engine, toward Green Ridge. The cars coupled to the front of the engine were to be left at Green Ridge.

The trainmen of this particular train had no advance notice of the cars spotted on the main track, and while the section men who were unloading the cars took the precaution to place a red switch light on the end of the car nearest to the train approaching it from the south, it apparently was not sufficient protection to avoid a collision.

As stated before, this accident occurred at 5:40 p.m. while it was very dark with a misty rain falling. Conductor Scanlin and Flagman Donaldson were on the rear platform of the caboose as the train was backing up and it was apparent from all the circumstances developed at the investigation that the red signal observed by these two men was too obscure to be of benefit, because of the weather conditions; and undoubtedly, as a result of these conditions, they were led to believe that it indicated an open switch in the yard at Green Ridge about 1,300 feet north therefrom.

The testimony develops the fact that at the time of the collision, the train was not making more than six miles per hour. An effort had been made to stop the train upon signal from the conductor, but too late to prevent the accident. As the caboose on which the conductor and flagman were riding came in contact with the gondola cars the platform of the caboose telescoped under the gondola car with result above noted.

*Tenth*—Regardless as to whether the track on which this accident occurred is a switching lead or the main track of what may now be considered a branch line, it is evident that the train dispatchers, Meredith and Evans, did not take the necessary precaution to protect the trains moving over that particular piece of road while the cars were spotted. Both men admit that the spotted cars should have been covered by a train order, and as a result of this admission and the conclusion of the officers of the C. & N. W. Ry. Co., that the spotted cars should have been covered by train order, the train dispatchers, W. D. Meredith and C. W. Evans, were discharged

from the service. At least, I was so informed by General Superintendent Towne. From the same source of information I learned that Chief Dispatcher Sherman was demoted for not paying closer attention to the duties of the train dispatchers under him.

Respectfully submitted,

[Signed] F. G. EWALD,  
Consulting Engineer.

B. & O. S. W. COLLISION, SUMMERFIELD, ILLINOIS

CHICAGO, ILL., October 17, 1913

*Railroad and Warehouse Commission, Springfield, Illinois.*

DEAR SIR: Pursuant to your instructions of October 6th, I have investigated the accident that occurred on the B. & O. S. W. R. R., and submit the following report:

1. This was a rear end collision between westbound freight train extra, No. 2765 and westbound passenger train No. 3. The accident resulted in the death of Engineer Henry Alberta of the passenger train and a trespasser who was riding the front platform of the first mail car. The trespassers traveling companion was W. E. Berns of Pittsburg, Penn., and gave his associate's name as James Mansfield of Stockdale, Penn. Fireman L. M. Schuck of train No. 3 and twenty-one (21) passengers received minor injuries, none of which were of a serious nature.

2. Train No. 3 consisted of engine No. 1472, two mail cars, one express, one combination, one coach, one chair car and four Pullman sleepers. It was in charge of Henry Alberta, a man of forty-seven years old, with a good record of twenty-five years experience in engine service on this road, the last three being in passenger service. The conductor was T. H. Badoett, a man with twenty years experience on this road.

Extra 2765 consisted of forty freight cars and was in charge of Engineer O. C. Williams and Conductor J. A. Klingensmith. Mr. Williams had three years experience and Klingensmith had been in train service for seven years, the last three of which he was a conductor on this division. The flagman of extra 2765 was Frank Wheeler who had been in railroad service for two years, the last nine months of which time he was a flagman.

At the time of accident this freight crew had been on duty, ten hours and twenty-eight minutes, preceded by nine hours and ten minutes off duty, preceded by eleven hours on duty.

3. Train No. 3 is a daily train moving over the B. & O. R. R., between New York City and St. Louis, Mo. It is due out of Washington, Ind., at 2:10 A.M., and into St. Louis, Mo., at 7:28 A.M., consuming four hours and fifty-eight minutes on the hundred and sixty-six miles of the Illinois division. Trains over this division are handled by telegraphic train orders and within the 136 miles crossing Illinois there is twenty-nine stations with passing tracks and at time of accident the company maintained twenty-two open telegraph offices during the day time (average one each six miles) and thirteen at night (average one each ten and four-tenths miles).

There is no automatic signal system installed on this division but the movement of trains over it is controlled by the Manual Block System, the day and night telegraph offices being the block stations.

4. During the month of September, 1913, 180 passengers and 220 freight trains were moved eastbound over the division and 184 passengers and 218 freight trains moved westbound. Total 802 trains, or about 13 in each direction daily.

Under the rules in effect on October 6th, Rule 91 provides:

"Trains in the same direction must keep at least ten minutes apart, except in closing up at station or at meeting and passing points, or unless some block signal system is used."

The Manual Block System being in use here trains are moved subject to Rule No. 89 which provides that:

"An inferior train must keep at least five minutes off the time of a superior train in the same direction, and must be clear at the time the



superior train is due to leave the last station in the rear where time is shown."

5. A general order was made effective on December 10, 1911, which provided that a "Positive Block" will be maintained behind all passenger trains at all times and in all places. This rule did not prohibit a passenger train or freight train to follow a freight train into a block, under a caution signal in accordance with the spacing rule in force (Rule 89).

On the date of this accident train No. 3 left Flora, Ill., at 5:00 A.M. (30 minutes late), with a Time Order which read as follows:

"No. 3 engine 1472 will run twenty-five (25) minutes late Odin to Trenton, twenty (20) minutes late Trenton to O'Fallon, and fifteen (15) minutes late O'Fallon to Cone."

The scheduled speed of this train is not excessive and it ran west from Flora as directed in the order and passed Breese at 6:32 A.M. (20 minutes late). Extra 2765 left Breese at 5:25 A.M., took siding at Aviston and after allowing a freight train to pass proceeded westward passing Trenton at about 6:31 A.M.

The Time Order scheduled No. 3 out of Aviston at 6:39 A.M., and Trenton at 6:40 A.M., and in obedience to the rules the crew of extra 2765 should have been in the siding at Summerfield by the time No. 3 was due to leave the last station in the rear, which was Trenton, at 6:40 A.M.

The distance from Trenton to Summerfield is 3.7 miles and there is a slight grade between these places which descends toward Summerfield. Extra 2765 had nine minutes to go this distance, enter the passing track and clear No. 3 time at Trenton.

6. Some railroad companies have provided by time card instruction the minimum time between stations for freight train movements, but the B. & O. R. R. Co., have not this provision on their time card, leaving it to the judgment of the engineer and conductor to move their train according to the rules and if delayed for any reason to protect them by flagging.

7. Engineer Miller of extra No. 2765 states that while passing over the hill west of Trenton, in some unknown manner the train brakes were slightly applied and this reduced his speed to about 10 miles per hour. He claims that he was now about 2 miles from Summerfield and he whistled for the flagman to retreat and protect their train but it was not done at this time.

Flagman Wheeler states that at the top of the hill west of Trenton he turned out his markers (rear red lights) and when the train speed was reduced to enter the Summerfield passing track he got off before the train stopped and placed one torpedo on the rail about fifteen telegraph poles from where his caboose stopped, then walked 200 feet towards his train and lighted a fusee. He further states that the fog was so thick he could only see a short distance, that the engineer never whistled after exploding the torpedo and he ran eastward flagging him with the fusee until the pilot of the engine knocked the fusee from his hand.

The testimony of Flagman Wheeler relative to placing a torpedo on the rail is not supported by the crew of the passenger train. This entire crew testify that they did not hear a torpedo explosion or the engineer answer the flagman's stop signal, and that the emergency application of the brakes and the time of compact were almost simultaneous. All agree that a heavy fog was hovering near the earth and obstructed their views beyond about 1,000 feet.

8. From the circumstances surrounding this accident it is evident that the conductor and flagman of extra No. 2765 did not provide adequate protection.

The freight crew exercised poor judgment in leaving Trenton when a first-class passenger train was due to follow within 9 minutes. The foggy condition of the atmosphere made it more necessary that the approaching train be given a wide scope of protection which was not done.

No. 3 left Breese under a caution signal which authorized this train to enter the "block" which was occupied by another train and to move at such

a rate of speed as will permit of being stopped by the engineer within his range of vision.

From testimony of both train crews it is evident that the fog was not continuous and west of Trenton to near point of accident the view was entirely clear which justified the engineer in making the time over this place as was directed in the time order issued to him. He had been running through small fog banks for several miles, and no doubt expected to be flagged by a crew who might be using the main track.

Under a strict compliance of the rule, to run under control while moving under a caution signal, Engineer Alberta of the passenger train should have reduced speed to about ten or fifteen miles per hour, while in these fog banks. Undoubtedly this would have resulted in the loss of much time, but it seems to be a custom for many engineers to take chances in order to keep their trains moving through fogs. This practice has continued largely because many railroad officers do not criticise their engineers for taking such chances so long as they are fortunate enough to get through without an accident and deliver their train to their destination on time.

To stop this practice it will be necessary for the management to instill in the minds of their engineers the necessity of moving under absolute control while passing through dense fogs, and assure them that they will not be censured for the time lost, but commended for the safe movement made. For officers to remain silent while their employees take dangerous chances will only operate to encourage such practice and continue further destruction of property and loss of life.

9. The rules of the company are sufficient to permit a safe trip over the division if properly adhered to, but the human failure entered in this case as in most accidents of this kind.

On October 8, 1913 (two days after the accident) a General Order was made effective by Supt. E. W. Scheer, of the Illinois Division, which states:

"A train must not be admitted to a block that is occupied by a passenger train, nor a passenger train be admitted when the block is occupied by another train, except as provided in the following paragraph or by train order:

"If from any cause a signal man be unable to communicate with the next block signal in advance, he must stop every train approaching in that direction. Should no cause for detaining the train be known, it may then be permitted to proceed with a Form A (Y), provided the spacing time required by rule as such station has elapsed since the passing of the last proceeding train."

To prevent accidents of this kind in the future I cannot add anything to the suggestion made in my report of the head-end collision that occurred on this line on July 1st in which I stated that there are many high speed freight and passenger trains handled over this district and that the installation of block signalling has not kept pace with the character and development of traffic.

Respectfully submitted,

[Signed] A. R. LAYMAN,

*Safety Appliance Inspector.*

REPORT ON ACCIDENT, ROODHOUSE, NOVEMBER 1, 1913

SPRINGFIELD, ILL., November 8, 1913

*Railroad and Warehouse Commission, Springfield, Illinois.*

GENTLEMEN: Relative to your telegraphic instructions of November 2, I investigated the accident which occurred on the C. & A. R. R. at Roodhouse and submit the following report:

This was a switching movement collision in the train yard at Roodhouse which resulted in the death of Switchman J. A. Melcher and S. J. Hunter.

1. C. & A. yard engine 318, in charge of Engineer R. D. Smock, an engineer of about one year's experience, and Foreman J. A. Melcher, a man of about seven years railroad experience, entered the north end of track

No. 10, moving southward, pushing A. R. L. refrigerator car 9683. Track No. 10 holds about 100 freight cars and standing on the south end of this track was a train of twenty-four cars, which this switching crew are intending to classify.

2. Foreman J. A. Melcher and Helper S. J. Hunter were standing on the forward footboard of the engine and Switchman Thomas Lee was riding on the top of the car they were pushing, and this car collided with the cars at the south end of the track; the compact broke the buffer beam on front of engine and end sill of car next to it, crushing Melcher and Hunter to instant death.

3. The car they were pushing has a wooden underframe which appeared to be in serviceable condition. It was equipped with an R. E. Janner coupler applied with the Gould Metal Draft Gear, no part of which was broken except the bolts used to attach gear to body of car. The end sill of car was broken into at center. It was of black oak timber, 9x6 inches, and appeared to not have been in service very long, but the break indicated brittleness.

The buffer beam of engine was of oak timber 15x12 inches. The engine coupler casting was attached to the center of the beam by six 1½-inch bolts, and the compact drove the coupler downward, breaking the beam where the two lower casting bolts go through it.

An examination of the beam after the accident disclosed that it was not solid in the center, there being a small fracture on each side of coupler casting. This fracture weakened this beam to some extent, but the part intact was of sufficient strength to render ordinary service.

Respectfully submitted,

[Signed] A. R. LAYMAN,  
Safety Appliance Inspector.

SPRINGFIELD, ILL., December 2, 1913

*Railroad and Warehouse Commission, Springfield, Illinois.*

GENTLEMEN: Pursuant to your telegraphic instructions of November 7th, I investigated the accident which occurred on the Chicago & Alton R. R. at Roodhouse, Ill., and following are the circumstances:

1. This was an accident resulting in the death of Brakeman G. M. Lawson, due to coming in contact with an overhead structure.

2. Mr. Lawson, a man of twenty-one years of age, had been employed as a brakeman for about four months on the Western Division of the C. & A. R. R., running between Roodhouse, Ill., and Booth, Mo.

At 7:05 A.M. November 6, 1913, train second No. 86, engine No. 421, in charge of Engineer W. M. Spencer and Conductor C. W. Bradley, arrived at Roodhouse and entered what is known as the "Ice House Track." This track is situated between the icehouse and an icing platform, which is about 800 feet long and stands about 18 feet above the ground. Spanning the track is a runway or bridge reaching from the icehouse to the platform, the lowest portion of it being 17 feet 9 inches above the rail.

3. About 275 feet south of this runway or bridge at the extreme south end of the icing platform is a horizontal bar extending across the track, supporting tell-tales, the bottoms being 17 feet 1 inch above top of rail.

As the train was entering the track and after the engine passed the tell-tales, Brakeman Lawson was in the act of passing over the top of the engine tender, to mount the top of the cars, and while so engaged came in contact with the bridge (shown in accompanying photograph, marked Exhibit "A") and fell between tender and first car of train, resulting in his death. From top of rail to top of coal pile where Mr. Lawson was at the time of accident is about 12 feet 6 inches.

4. The bridge spanning the track is 4 feet 3 inches below the minimum height for overhead structures prescribed in a previous order of this Commission.

5. To prevent a recurrence of accidents of this nature, Supt. Miller of this division has agreed to place additional tell-tales within about 30 feet of

the two bridges which span this track. By placing these additional tell-tales closer to these overhead structures it should reduce the liability of accident of this character.

6. Accompanying photograph marked Exhibit "B" shows the location of the tell-tales at the extreme south end of the icing platform, which are about 275 feet from the bridge which caused this accident. Photograph marked Exhibit "C" shows the track and general plan of icehouse and platform where this accident occurred.

Yours truly,

[Signed] A. R. LAYMAN,  
Safety Appliance Inspector.

SPRINGFIELD, ILL., December 13, 1913

*Railroad and Warehouse Commission, Springfield, Ill.*

GENTLEMEN: Complying with your telegraphic instructions of November 25, I have made an investigation of the collision which occurred on the East St. Louis & Suburban Ry. Co. and following are the facts:

1. This was a rear end collision between line car No. 3 and motor car No. 49 on the Edwardsville division of the East St. Louis & Suburban Ry. Co. Ten passengers received minor injuries and Mr. Oscar Leightner of Alton, Ill., received injuries which necessitated amputation of both feet from which he did not recover.

2. Motor car No. 49, northbound, was running as train No. 106 between St. Louis, Mo. and Edwardsville, Ill. From Granite City this car displayed signals for line car No. 3 and was running as first section of No. 106.

3. This road is a single track line over which trains are handled by the telephone system of train orders, there being telephones installed at all passing tracks by which the train crews have direct communication with the dispatcher.

4. Between Mitchell and Edwardsville the current time table shows that twenty-three (23) northbound and twenty-two (22) southbound trains are handled daily. No system of block signaling is in use and the spacing of trains is subject to certain rules provided for the government of the transportation department.

5. On date of accident train No. 106 in charge of Motorman Wm. Harmon and Conductor W. A. Butler, left Mitchell on schedule time and at a point about eleven (11) miles from Mitchell an unusual stop was made to accommodate some hunters by allowing them to leave the car near Cahokia Creek. The weather was clear, track straight and slightly descending.

While the passengers were leaving train No. 106 it was struck by the line car No. 3, the time being about 8:50 A.M.

6. The second section was in charge of Motorman George John, a man thirty years of age, who had been in the employ of this company as a motorman since November, 1909 (4 years). From the following, which is Mr. John's statement it is apparent that the brakes of his car were in serviceable condition.

"At about 8:55 A.M. on November 24, we were running as second section to train No. 106, from Granite City to Edwardsville. Train No. 106 stopped at the east end of Cahokia Creek between Poag and Epping and line car was about six or seven hundred feet behind train No. 106. I applied air and car slid on rails of creek bridge and collided with train No. 106. I reversed car when I found brake could not check the speed but this failed to materially slow down car and the car hit with considerable force, breaking through rear vestibule of train No. 106 and breaking in the front end of line car No. 3. The condition of appliances were good on my car; brakes on car were good; speed of car before accident was fifteen miles per hour; speed of my car at the time of accident was three or four miles per hour. I began to stop my car five hundred feet from train No. 106.

7. The rules of this company governing the movement of trains moving in the same direction are recited in the following language:

"Passenger trains running in the same direction must keep not less than FIVE MINUTES apart, unless some form of block signal is used."

"A train must not leave a station to follow a passenger train until FIVE MINUTES after the departure of such passenger train, except when running as a following section and the first train is carrying signals. In the latter case the following sections must keep not less than TWENTY WHOLE LENGTHS behind the preceding section; and must round all curves or other points where the view of the first section is obstructed under perfect control and ready to stop. When approaching passing points the sections may close up under perfect control."

8. I cannot commend a rule of this kind and it could be considered practicable only in daylight when view is unobstructed by fog, storms, etc. It would require unremitting vigilance on the part of the motorman of the following sections to prevent accidents, and past experience has demonstrated that that can not be relied upon. It is virtually the time dishonored practice of the following by sight, which, in the case of steam railways, has in the past been so fruitful of rear collisions. I would not call the rule safe even under the most favorable circumstances on account of the many possible contingencies that may arise, one of which did occur in this case through the unusual stop between stations made by the first section.

The primary cause of this accident, under all existing conditions, was the failure of Motorman John to control the speed of his car. Why he failed to control its speed, appears to be another case of human failure. To prevent accidents of this nature in the future I can only recommend a change of rules which will space trains farther apart than does the present rule, and the installation of an adequate system of block signaling.

Respectfully submitted,

[Signed] A. R. LAYMAN,

*Safety Appliance Inspector.*

TRAIN ACCIDENT, JOLIET, NOVEMBER 13, 1913

CHICAGO, ILL., November 28, 1913

*To the Railroad and Warehouse Commission, Springfield, Illinois.*

GENTLEMEN: Under your instruction I participated in a joint investigation with the Atchison, Topeka & Santa Fé Ry. Co., held at Joliet on November 24, 1913, concerning a train accident which occurred at Joliet on November 13, 1913, at about 7:55 A.M. In this investigation, Mr. L. Wyatt, Superintendent of Construction assisted on behalf of the Chicago, Rock Island and Pacific Ry. Company. As a result of this investigation the following facts were developed:

*First*—The train concerned in this accident was an A. T. & S. F. passenger train No. 6 due in Joliet at 7:55 A.M., and was running practically on time. It was in charge of Conductor J. E. Compton and Engineman J. F. Duggan. The fireman on this train was N. F. Thompson.

The equipment in this train consisted of engine No. 531 weighing about 100 tons, 3 baggage cars, 1 smoking car, 1 chair car, 3 sleeping cars and 1 dining car. The cars in this train were constructed of steel under-frame with wooden bodies.

*Second*—This train accident was a derailment as a result of an open switch of track known as Johnson spur and industry track located on the south side of Fourth Avenue in the city of Joliet, as indicated on plan hereto attached. The tracks of the A. T. & S. F. Ry., being elevated through the city of Joliet, the engine and tank were precipitated to the street below in Fourth Avenue. In its descent the tank rolled over on top of the engine and finally settled at the bottom of the street to the west of the engine. In the descent of the engine and tank the coupling parted between the tank and the baggage car next to it. Through momentum the baggage car continued in its course northward, crossed Fourth Avenue and lodged on top of the wreckage formed by the engine and tank.

*Third*—In this accident none was injured, except the engineman, J. F. Duggan. At the investigation Mr. Duggan testified that at the rate of speed he was going and the fact that there was a substantial looking bumping post at the end of this spur track terminating on the south side of Fourth Avenue, and making every effort to reduce the speed of the train, concluded he would be able to bring it to a stop, and therefore made no attempt to leave the engine; however, as the engine was precipitated to the street below he was violently thrown out of his engine and clear of it to the eastward. His injuries consisted of laceration of his right leg between the hip and knee; injury to his back and fracture of three ribs. After spending a few days in the hospital he was able to be present at the investigation which was held on the day above mentioned.

*Fourth*—South of the point of derailment as indicated on the map, the tracks of the A. T. & S. F. Ry., cross beneath the tracks of the Chicago & Alton R. R. Company from the west and curve to the north, on a 1 per cent grade which terminates at a point about 150 feet south of Fifth Avenue. After emerging from the viaduct under the C. & A. tracks, the enginemen of northbound trains are principally concerned in signal indications at two points. First, at Fifth Avenue where a telegraph block office is located. Having noted the position of the block signal at this point the train continues northward if the block signal indicates "proceed," and the next point of importance is Osgood Street where a connection is made with joint tracks operated by the A. T. & S. F. Ry. Co., and the C. & A. R. R. Company. The switch of the Johnson spur referred to is located between these two points.

*Fifth*—There is in course of construction at Joliet an interlocking plant designed to protect the movement of all trains through the crossings at Joliet, including the points of connection north and south therefrom where the trains of the A. T. & S. F. Ry. Company and the C. & A. R. R. Company operate over joint tracks.

The work of constructing this interlocking plant is in charge of the Chicago, Rock Island & Pacific Railway Company. On the day of the accident, an employee of the Chicago, Rock Island & Pacific Railway Company, H. C. Potter, with an assistant was directed to drill a hole in one of the switch points of the Johnson spur in order that a switchbox mechanism might be attached. To do this it appeared to be necessary for him to open the switch in order to operate his drill, and while drilling he said he stood between the track rails. In the absence of his assistant whom he sent away for some tools he saw No. 6 approaching from the south; he loosened his drill and stepped back westward of the switch between the two main tracks, but made no attempt to close the switch.

*Sixth*—From the testimony of Engineman Duggan it would appear that the first thing that drew his attention to the open switch was a man rising when the train was within about two coach lengths of it. Apparently there is some conflict in the facts. Signalman Potter testified to the effect that he saw No. 6 approaching after it had emerged from the viaduct, at a point south of Hickory Creek Bridge, a distance of about 2,000 feet. He at once proceeded to unfasten his drill which required from 10 to 15 seconds, lifted it out with him and stepped westward between the two main tracks.

Apparently Signalman Potter made no attempt to cover up anything so far as concerned his part of the accident. When he was asked to state what occurred he said: "I took the machine off and stepped back to west side of track with the machine—it was a matter of a few seconds of thoughtlessness. I stood there and had all the confidence in the world that the switch was right, but when I discovered it the train was too close to step across the track to put it back and the train ran in there and went off into the street." At another time during the investigation he stated: "Could not say that I was looking at the train approaching and could not say just what direction I was looking in. Only a matter of a few seconds from the time the train showed up until it was there—I presume I was watching the train approaching part of the time. In fact, I know I was, for when I discovered the switch was wrong and saw the train approaching, I threw up my arm with the intention to flag it, but it was too close and about that time somebody's

head out of the window on fireman's side, whoever it was jerked their head inside. Could not see engineer's side."

*Seventh*—At the time of the accident there were three men on the engine, viz: the engineman, fireman, and air-brake expert. The testimony developed that the first of these three men who noticed anything wrong with the switch in question was the fireman when about within 100 feet of it. He called the others attention to it and proceeded to jump followed by Air-Brake Expert Garvin, who also jumped.

Engineman Duggan testified that the speed of the train when it entered switch was about 10 to 12 miles per hour. Others testified that it was about 20 miles per hour.

*Eighth*—Generally speaking more than one is concerned in the responsibility for train accidents. In this case the responsibility fell, primarily, upon the C. R. I. & P. Ry. Co.'s Signalman H. C. Potter—at work on the switch. Apparently he was afflicted with momentary physic paralysis; at least this is my judgment. This is a physical condition which cannot be accounted for. On the other hand, this switch was equipped with a switch stand of the low or ground type having a signal indication on it which showed red when the switch is open and means "stop." While the engineman should have noticed the signal indication of this switch as he approached it, it is not, in my judgment, such a switch stand as should be in use at a facing switch over which trains are in the habit of passing at rates of speed greater than 8 miles per hour. There should be installed at this switch a high stand—one on which the signal indication can be more readily discerned.

Respectfully submitted,

[Signed] F. G. EWALD,  
*Consulting Engineer.*

#### TRAIN ACCIDENT AT WESLEY

CHICAGO, December 6, 1913

*To the Railroad and Warehouse Commission, Springfield, Illinois.*

GENTLEMEN: Pursuant to your instructions I made an investigation of the train accident which occurred at Wesley, November 18, 1913, and beg to submit the following:

*First*—Under date of November 19th, I visited the location of the accident in the afternoon of same date and obtained such information as was available at the time. This accident was a collision between a northbound passenger train of the Chicago & Alton R. R. Co., known as No. 50, and a southbound freight train of the Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., known as extra engine No. 6743. There were ten passengers injured but none of them were seriously injured.

*Second*—This accident occurred on the tracks of the Peoria & Pekin Union Ry. Co., a terminal company providing entrance into the city of Peoria for its tenant lines. When the Chicago & Alton passenger train (hereinafter referred to as C. & A. train No. 50) reached Grove, the junction point where it enters upon the tracks of the Peoria & Pekin Union Ry. Co., it became known as P. & P. U. train No. 8 from Grove to Peoria. This train was in charge of Conductor E. B. Lucas and Engineman E. Adkins. The fireman was H. Posten. The train consisted of engine No. 501, a combination baggage and smoking car and a day coach.

*Third*—The Cleveland, Cincinnati, Chicago & St. Louis extra train, southbound (hereinafter referred to as Big Four extra train), consisted of engine No. 6743 and forty-eight freight cars and was in charge of Conductor W. B. Woody and Engineman J. W. Mallow. The fireman on this train was J. E. Ansbrook. No one on this train was injured.

*Fourth*—When I visited Wesley on the 19th inst., I found that an investigation had been held by the Peoria & Pekin Union Ry. Co. on the same day of the accident. Subsequently I received a copy of the testimony taken at this interview, which showed the following witnesses were interrogated:

E. Adkins, engineman, C. & A. R. R. Co.  
 H. Posten, fireman, C. & A. R. R. Co.  
 W. B. Woody, conductor, C., C., C. & St. L. Ry. Co.  
 J. W. Mallow, engineman, C., C., C. & St. L. Ry. Co.  
 J. E. Ansbrook, fireman, C., C., C. & St. L. Ry. Co.  
 C. R. Akers, head brakeman, C., C., C. & St. L. Ry. Co.  
 Lincoln Gilmore, switchtender, P. & P. U. Ry. Co.  
 E. C. Royaltey, yardmaster, P. & P. U. Ry. Co.  
 Mary F. Conn, telegraph operator, P. & P. U. Ry. Co.

*Fifth*—Having been advised that the Chicago & Alton R. R. Co. demanded a joint investigation to be held at Peoria on the 21st instant, I was at hand to represent the Commission and participate in the investigation. Inspector A. R. Layman was also at hand to represent the Commission and participate in the investigation. At this time the following witnesses were heard:

E. Adkins, engineman, C. & A. R. R. Co.  
 H. Posten, fireman, C. & A. R. R. Co.  
 E. B. Lucas, conductor, C. & A. R. R. Co.  
 W. B. Woody, conductor, C., C., C. & St. L. R. R. Co.  
 Lincoln Gilmore, switchtender, P. & P. U. Ry. Co.  
 Mary F. Conn, telegraph operator, P. & P. U. Ry. Co.

All of those who were heard at this investigation gave practically the same testimony disclosed at the investigation held on the 18th instant.

*Sixth*—When C. & A. train No. 50 reached Grove it was subject to the rules and regulations in force on the tracks of the P. & P. U. Ry. Co. It was due at Grove at 9:20 A.M., and at Wesley—2.6 miles north—9:24 A.M. Between Pekin and Wesley and Grove and Wesley all trains on the line of the P. & P. U. Ry. Co. are operated under telegraph block signals. While C. & A. train No. 50 was due at Grove at 9:20 A.M., preponderance of evidence is to the effect that it reached Grove at 9:23 A.M. and the collision occurred at 9:27 A.M. When C. & A. train No. 50 reached Grove it received a "proceed" block signal indication which would take it to the next block station, Wesley.

*Seventh*—Practically, as indicated on the plan attached hereto, it may be said that switches X, Y, and Z are located at Wesley, but as a matter of fact the nearest one is 350 feet south of the telegraph block station. As no switching is performed through these switches, no train is permitted to enter the main track without permission from the train dispatcher.

At 9:21 A.M. the conductor of the C., C., C. & St. L. Ry. Co. received permission to enter the main track and proceed south. When this permission is received, the operator at Wesley gives a "proceed" block signal indication, located at point 1B, and this is notice to the switchtender in charge of the cross-over switches to line up the tracks accordingly.

*Eighth*—Switches "X" and "Y" are bolt-locked in connection with the semaphore signal "A," which is located 1,450 feet south. The normal position of this signal indicates "proceed." It is mechanically connected to these switches in such a manner as to make it impossible to open them until the signal has been set to the "stop" position.

Likewise Switch "Z" is bolt-locked in connection with semaphore signal "B." It is impossible to open Switch "Z" until the semaphore has been thrown to the "stop" position.

*Ninth*—When I viewed the location of the train accident on the 19th inst., and again on the 21st inst., I found it impossible from several tests I made, to manipulate the semaphore arm in such a way as to show a drooping position from the horizontal. This semaphore signal is a lower quadrant two-position signal indicating "stop" in the horizontal position, or "proceed" when assuming the position of about 60 degrees below the horizontal.

*Tenth*—The collision occurred approximately at the point indicated in the sketch enclosed, which is about 45 feet south of Switch "Y."

While making the movement from Track 11 to the main tracks, the speed of the Big Four extra was about at the rate of four miles per hour. When the employees on this train concluded that a collision was inevitable,



the train brakes were applied so that when the collision occurred the Big Four extra train was at a standstill. All of the employees on the engine at the time jumped before the collision occurred.

*Eleventh*—The testimony given by Engineman E. Adkins on November 21st does not differ materially from that given on the 18th inst. Without intending to detract from his explanation as given in the investigation held on November 21st, I quote several paragraphs of his testimony given on November 18th relating to the condition of the "stop" signal and his efforts to stop his train because they appear in more condensed form.

"I am employed as locomotive engineer by the C. & A. R. R. and have been for thirty-one years. I was running engine No. 501 on C. & A. train No. 50, P. & P. U. No. 8, from Grove to Peoria this morning. I left Pekin about 9:16. I had two cars, which included a combination baggage and smoker and a day coach in the train. We passed Grove as near as I can recollect between 9:20 and 9:21. When we came around the curve between the White House Crossing and the semaphore danger or stop signal, south of Wesley, I was running not to exceed twenty or twenty-five miles an hour.

"I noticed that the semaphore signal was in such a position as to create a doubt in my mind as to whether it was set at danger or clear. It was not exactly horizontal, neither was it perpendicular, but it was in a drooping position, and it created a doubt in my mind as to whether or not it was clear, and when I got to a point six or seven car lengths south of the danger semaphore signal, I made the first reduction of air. I should judge, I reduced about six pounds. When I went by the semaphore stop signal I was running about twenty miles per hour. I had plenty of time, as I thought, to stop before reaching the cross-over switches, but after I had gotten five or six car lengths by the semaphore signal I saw an engine coming out on the main track in front of me at the cross-over switches. I then made a decided effort to stop, made an additional reduction at that time of about twenty pounds of air. After making this application I immediately set the straight air on the drivers and the driving wheels locked on me. I opened the sand lever when I made the second application of air.

"I was then running about fifteen miles per hour. I did everything I could between that time and the time the collision occurred to stop my train, but the rail was very slippery and the drivers slid, and I presume the brakes under the train also slid, but I don't know that for a certainty; at least I made every effort to stop by opening the sand lever and sanding the rail.

"I saw I was not going to stop when I was four or five car lengths from the Big Four engine, and then I got ready to jump off, and I got off the side of my engine when about a car length from where the collision occurred, and think I was then running about eight miles per hour, and I think we were running about seven or eight miles an hour when the collision occurred.

"I attribute the cause of the accident to the fact that the rail was very wet and slippery, and that my driving wheels locked and the wheels slid.

"I was watching the semaphore when I came around the curve north of White House Crossing, but it didn't occur to me that the signal was at danger until I got within seven or eight car lengths south of it, and then I noticed that it was in a danger position and immediately made an application of air, and would have stopped had it not been for the fact that my driving wheels slid and the track was wet and slippery."

In reply to the question whether the signal was perfectly or imperfectly displayed, he stated:

"It was imperfectly displayed because it was dropped somewhat, but still again it wasn't that much imperfectly displayed to give a man the right to go and consider it at clear. I don't want you to think for a

moment that it was perfectly clear, because I thought there was something wrong, in a way, because I applied the air before I got there, and then when I got around the curve I saw the position I was in, and put the air on harder, but the rail was very wet and slippery. Had it been nice and dry nothing would have happened."

*Twelfth*—In amplification of his testimony given on the 18th, Engineman Adkins answered questions as follows at the investigation held on November 21st:

Q. "It wasn't because you didn't have sufficient warning that you didn't stop, was it?"

A. "No, sir."

Q. "Or wasn't because you didn't have room enough to stop that you didn't stop?"

A. "No, sir."

Q. "But it was because your wheels slid that you didn't get stopped?"

A. "That was it exactly."

Q. "Did you use an emergency application of air at any time?"

A. "Nothing only the straight air. I applied the automatic air on the train and made about a 25 or 28 pound reduction—if I can remember right. Then when I found the wheels sliding, I tried to release it with the release valve—just the drivers, you understand."

*Thirteenth*—His testimony relative to the position of the stop signal (Semaphore Signal "A") is somewhat vague and confusing. From his testimony it would appear there was a doubt in his mind as to the real indication of this signal, and for this reason he made a reduction of about six pounds of air. All testified that the weather was clear. It happened, however, at this particular time there was a string of thirty odd freight cars standing on track marked No. 1. Presumably he could not see the engine of Big Four extra train standing on track north of and behind the string of cars on No. 1. As he passed the semaphore signal nothing was visible to him on the main track until he reached a point within five or six car lengths of the cross-over switch when he perceived the Big Four extra train emerging from track No. 11. He then made a decided effort to stop, but failing in this, both the engineman and fireman jumped before colliding. Neither one was injured.

The greatest speed at the time of collision is estimated at various figures by the witnesses, which ranged from ten to twenty miles per hour.

*Fourteenth*—At both investigations the fireman, H. Posten, testified that he was shoveling coal into the firebox just before reaching semaphore signal "A" and jumped up to the seat on the fireman's side as the engine was passing the signal. As he did so he got a flash of it, and said it appeared to him as though it was in a "proceed" position; that he noticed no application of the train brakes until the engineman made a second reduction as he saw the approach of the train, Big Four extra, seven or eight car lengths in advance of them.

*Fifteenth*—Conductor Lucas of the C. & A. train testified that he was sitting in the rear coach and had noticed no application of the train brakes and did not know that a collision was imminent until the accident had actually occurred.

*Sixteenth*—Engineman Adkins being interrogated as to the observance of signals, stated as follows:

Mr. Ewald: "Mr. Adkins, do you know the difference between a stop-signal and a clear signal?"

A. "Yes."

Q. "Now a semaphore signal is in what position when at stop?"

A. "Horizontal."

Q. "Do you know what that means when you see it?"

A. "Yes."

Q. "Do you know what a clear signal is?"

A. "Yes."

Q. "Have you the right to pass a stop signal?"

A. "That is the way we understand it here. We can move to the point which it controls.

Q. "How do you interpret the use of these signals on the Chicago & Alton?

A. "I don't think we have one on the division that I run on the Chicago & Alton.

Q. "You run through a few interlocking plants, don't you?

A. "Yes, one at Green Valley and another at Sherman.

Q. "Is there any difference in the shape and character of those stop signals from the ones that is in use on the P. & P. U.?

A. "No.

Q. "Then on your road they mean one thing and on the P. & P. U. something else?

A. "They are all interlocking signals, but the P. & P. U. are hand signals.

Q. "I am talking about semaphore signals.

A. "I mean that the P. & P. U. signals are operated by a man on the ground while those I refer to on the C. & A. are part of an interlocking plant.

Q. "Then you don't place the same interpretation upon a signal that you find on the P. & P. U. as you do on your own road?

A. "Not on an interlocking signal.

Q. "Do you make a distinction, then, between a stop semaphore signal which is operated in connection with a switch, such as in use here on the P. & P. U., and a signal of like character at an interlocking plant?

A. "Yes, because the interlocking danger-signal is right at the derail, and this one is thirty-five car lengths the other side of the danger point."

*Seventeenth*—The preponderance of evidence submitted at both investigations is to the effect that semaphore signal "A" was properly displayed. Employees connected with the Big Four extra train who testified are: Switchtender Lincoln Gilmore of the P. & P. U. Ry Co., and Mary F. Conn, a telegraph operator of the P. & P. U. Ry. Co. at Wesley, testified as to the position of the semaphore signal "A" that it was in the "stop" position when switches X, Y, and Z were lined up for the Big Four extra train.

It is also pertinent to say that a signal imperfectly displayed or the absence of a signal at a place where a signal is usually shown, must be regarded as a stop signal. This is in accordance with the requirements in P. & P. U. Rule No. 27.

*Eighteenth*—About 2,975 feet south of the semaphore signal "A" is the yard limits board. Engineman Adkins admitted that he knew of this yard limits board. The rules of the P. & P. U. Ry. Co. require that all trains passing through yard limits must proceed under absolute control expecting to find the main track obstructed at any point.

The C. & A. R. R. Co., in common with several roads, is a tenant company of the P. & P. U. Ry. Co. All trains of tenant companies are subject to the rules and regulations issued by the P. & P. U. Ry. Co. As affecting the movement of trains your attention is directed to following in force on the Peoria & Pekin Union R. R.:

General Rules—Paragraph A, B and D.

Definitions—Fixed Signals and Yard Limits.

Use of Signals—Rule No. 27.

Superiority of Trains—Rule No. 73.

Movement of Trains—Rules No. 83, 87 and 99.

Permissive Block Signal Rules—Rule No. 3.

Rules governing movement of trains with current of traffic on double track by means of block signals—Rules D 250 to D 254, inclusive.

Special Rules—Rules No. 5, 10, 21 and 30.

In addition to the rules above quoted, General Manager R. A. Johnson, at the investigation on November 21st, stated as follows:

"The P. & P. U. will not give them the block if there is a passenger train ahead of them. The P. & P. U. crosses over trains anywhere between yard limits when the speed is slow, but where high speed trains, or outside of yard limits, they do not, except with permission of the train dispatcher and under proper order and flag."

Seemingly the rules in force on the P. & P. U. Ry. Co. are hedged about with requirements and usage that are somewhat confusing.

*Nineteenth*—In this case a "clear" block was given C. & A. train No. 50 after a "clear" block was given the Big Four extra train, but with this precaution a stop signal indication was given to the C. & A. train in advance of the fouling point. There are many situations on roads operating under telegraph block signal rules where crossings intervene between stations. This condition, however, does not relieve the enginemen from complying with the statutes in making the necessary stops at the crossing if not interlocked; nor would it relieve him of obeying the signal indications if interlocked, even though he had a "clear" block signal indication from one station to the next one. A case of this kind may be likened unto the situation at Wesley when C. & A. train No. 50 was given a "clear" block from Grove to Wesley after the Big Four extra train was routed through switches X, Y, and Z under direction of the train dispatcher. But there is this difference: Ordinarily intervening crossings, interlocked or not, are not under the control of the train dispatcher. In this case the routing of the Big Four extra train through the intervening cross-over switches was in charge of the train dispatcher. For this reason, notwithstanding the fact that an out-lying stop signal was made use of, I would not consider it good practice to give a passing train a "clear" block after another train was routed across intervening space between block stations from one track to another. It seems to me the most favorable indication C. & A. train No. 50 should have received at Grove would have been a "permissive" block signal indication.

*Twentieth*—The fact that trains of all tenant companies are operated under rules of the P. & P. U. Ry. Co. and subject to the supervision of its officers, the question naturally suggests itself: How much attention do the officers of the tenant companies pay to the discipline observed by their respective employees while on duty on the line of the P. & P. U. Ry. Co.

*Twenty-first*—As to the observance of signals of this character it is shown by the testimony of Engineman Adkins that he construed it as being entirely proper to pass this signal when it was in the "stop" position, providing he could see the track in advance of him. He placed a different interpretation upon this "stop" signal as compared with a signal of like character at an interlocking plant, where, if he did not obey it, the train would become derailed. This testimony only tends to prove that the moral effect of a derail is compelling incentive to properly observe signal indications.

The tenor of the investigation also shows that trains were inclined to pass semaphore signal "A" when in a "stop" position, providing the engineman has a view of the track in advance of him. This semaphore signal means one of two things—"proceed" or "stop." When it is in the "stop" position no train ought to be permitted to pass it until it has come to a stop, and then proceed only under absolute caution.

If enginemen are in the habit of passing this signal when it is in the stop position, it is apparent that the company in charge of operation has not given sufficient attention to disciplining enginemen for doing so. The lack of surprise checking and failure to discipline when necessary would tend to make enginemen careless. When this character of supervision prevails, there is a question in my mind whether the entire responsibility for this train accident can be placed on the engineman.

Respectfully submitted,

[Signed] F. G. EWALD,  
Consulting Engineer.

## OPINIONS OF THE ATTORNEY GENERAL

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(Copy)

EMPLOYMENT: SEMI-MONTHLY PAYMENT OF WAGES AND SALARIES BY  
CORPORATIONS—RAILROADS—INTERSTATE COMMERCE

November 13, 1913

*Hon. William Kilpatrick, Secretary, Railroad and Warehouse Commission,  
Springfield, Illinois.*

DEAR SIR: I am in receipt of your letter of the 3d instant, which in the statement of facts is as follows:

"Complaint has been filed with this Commission informally, that some of the railroads operating within the State of Illinois and whose employees are engaged in train movement which covers more than one state, for example, the division terminal in Illinois is situated near the State line and the runs of these men extend over to a division terminal in another state. The complaint is made that the railroad companies have failed and refused to comply with a statute enacted at the last session of the Legislature providing for a semi-monthly pay day."

You request my opinion as to whether it is a violation of the State statute referred to for these roads, under the conditions described, to refuse to make semi-monthly payments to their employees. To state the proposition in another way, it is, whether said statute, as applied to railroads engaged in interstate commerce, constitutes an unlawful interference with interstate commerce under the commerce clause of the Constitution of the United States. (Sec. 8, Art. 1.)

The Act in question is entitled:

"An Act in relation to the semi-monthly payment of wages and salaries by corporation for pecuniary profit, and providing penalty for violation of same."

It embraces but two sections, which are as follows:

"That every corporation for pecuniary profit engaged in any enterprise or business within the State of Illinois, shall as often as semi-monthly pay to every employee engaged in its business all wages or salaries earned by such employee to a day not more than eighteen (18) days prior to the date of such payment. Any employee who is absent at the time fixed for payment, or who for any other reason is not paid at that time, shall be paid thereafter at any time upon six days' demand, and any employee leaving his or her employment or discharged therefrom, shall be paid in full following his or her dismissal or voluntary leaving his or her employment, at any time upon three days' demand. No corporation coming within the meaning of this Act, shall by special contract with employees or by any other means secure exemption from the provisions of this Act, and each and every employee of any corporation coming within the meaning of this Act shall have his or her right of action against any such corporation for the full amount of his or her wages due on each regular pay day as herein provided in any court of competent jurisdiction of this State.

"Any corporation coming within the meaning of this Act violating section one (1) of this Act, shall be deemed guilty of a misdemeanor and fined in a sum not less than twenty-five dollars (\$25) or more than

one hundred dollars (\$100) for each separate offense and each and every failure or refusal to pay each employee the amount of wages due him or her at the time, or under the conditions required in section 1 of this Act, shall constitute a separate offense."

It will be noted the Act applies to every corporation for pecuniary profit engaged in any enterprise or business within the State of Illinois. It includes railroads and neither in the title nor in the body of this Act is any distinction made between employment in intrastate commerce and employment in interstate commerce. It is true the language of the Act is, "every corporation for pecuniary profit engaged in any enterprise or business *within the State of Illinois*." A railroad operating between a terminal in this State and a terminal in another state is doing business within the State of Illinois, but the operation between said terminals also embraces business done in another state and constitutes interstate commerce. If the Act should be held void as to employment in interstate commerce, probably, under the authorities, it would have to be held void as to employment in intrastate commerce as well, because the Act is general and comprehensive in its terms and leaves no room, as it seems to me, for a construction confining it to employment in intrastate commerce. The provisions of the Act appear to be interdependent and not separable, and, if so, it must stand as a whole, as written, or fall as a whole. In the case of *Clark v. Railroad*, 212 Mo., 658, a statute of Missouri restricting and limiting hours of labor of employees or corporations, and which was identical with the Illinois Act in question, in this respect was held to be interdependent and not separable, and that it must stand or fall as a whole. This question is unimportant and immaterial, however, in the view I take of the question, as to whether the Act constitutes an unlawful interference with interstate commerce. The Act relates to wages of railroad corporation employees whose duties take them from Illinois into other states, as well as to those employed wholly within the State of Illinois; but notwithstanding this, I am of the opinion this Act does not affect interstate commerce directly, but only incidentally, and that it does not conflict with any legislation by Congress on the same subject. The subject is one which, to this time, is not covered by congressional legislation. The Constitution of the United States empowers "Congress to regulate commerce with foreign nations, and among the several states, and with the Indian tribes." (Sec. 8, Art. 1).

The Federal power over commerce is exclusive whenever the subjects of it are national in their character or admit only of one uniform system or plan of regulation; and where the power is exclusive, nonaction by Congress is an expression of its will that the subject shall remain free from legislative interference, and state action is prohibited; but nonaction by Congress is not equivalent to a declaration that the subject shall be untrammelled by regulation, where the subject is of a local nature.

*Western Union Telegraph Co. v. James*, 162 U. S., 65.

*Covington, etc., Bridge Co. v. Kentucky*, 154 U. S., 204.

The states may not directly regulate interstate commerce, except in matters unaffected by congressional action and of a local nature, not requiring uniform treatment, as in the exercise of the police power of the state where the safety, health, welfare or convenience of its citizens is affected, or in matters only incidentally affecting interstate commerce.

*Cardwell v. American Bridge Co.*, 113 U. S., 205.

*Austin v. Tennessee*, 179 U. S., 343, 349.

In the opinion in the latter case it is said:

"We have had repeated occasion to hold, where state legislation has been attacked as violative \* \* \* of the power of Congress over interstate commerce, \* \* \* that, if the action of the State Legislature were a *bona fide* exercise of its police power, and dictated by a genuine regard for the preservation of the public health or safety, such legislation would be respected, though it might interfere indirectly with interstate commerce."

"The power of the state by appropriate legislation to provide for the public convenience stands upon the same ground precisely with respect

to its affect on commerce as its power by appropriate legislation to protect the public health, public morals, or the public safety."

Lake Shore & M. R. S. Co. v. Ohio ex rel Lawrence, 173 U. S., 285.  
Chicago, B. & Q. R. R. Co. v. Illinois, 200 U. S., 592.

"In addition to the cases where the power of the state and the power of Congress over commerce are respectively exclusive, there is a third class in which the power is concurred and may be exercised by the state in the absence of congressional legislation."

Covington, etc., Bridge Co. v. Kentucky, 154 U. S., 204.  
Western Union Telegraph Co. v. James, 162 U. S., 655.

"In regard to matters of local and limited operation, special regulations by a state, adapted to the immediate locality, constitute no interference with the commercial power of Congress, and inaction by Congress upon such subjects, unlike its inaction upon matters affecting all the states and requiring uniformity of regulation, is not to be taken as a declaration that nothing shall be done with respect to them, but is rather to be deemed a declaration that, for the time being and until it sees fit to act, they may be regulated by a state authority."

Parkersburg & O. River Transportation Co. v. Parkersburg, 107 U. S., 691.

Brown v. Houston, 114 U. S., 631.

Morgans L. & T. R. & S. S. Co. v. Board of Health, 118 U. S., 465.

Ouchita & M. River Packet Co. v. Aiken, 121 U. S., 447.

Western Union Telegraph Co. v. Pendleton, 122 U. S., 357.

Mugler v. Kansas, 126 U. S., 676.

Leisy v. Hardin, 135 U. S., 120.

Monongahela Nav. Co. v. United States, 148 U. S., 333.

Rhodes v. Iowa, 170 U. S., 428.

United States v. Rio Grande Dam & Irrigation Co., 174 U. S., 703.

"In local matters concerning the public policy of state though incidentally affecting interstate commerce, regulations by the state, in the exercise of its police powers, are valid, in the absence of action by Congress."

Lake Shore & M. S. B. Co. v. Ohio ex rel Lawrence, 173 U. S., 285.

"Statutes passed under admitted police powers, and necessarily affecting interstate commerce, are not, for that reason alone, invalid; and, if not for some other reason invalid, will be respected until Congress acts upon the matter."

Hennington v. Georgia, 163 U. S., 299.

The foregoing references to decisions of the United States Supreme Court indicate the construction placed on the commerce clause of the Constitution of the United States sustaining state enactments of the character of the one in question, in the absence of congressional legislation on the subject.

It requires no argument nor citation of authorities to support the proposition that legislation of the character of the Act in question is referable to the police power of the State. The Legislature is the sole judge of the wisdom and necessity of legislation, and no other motive can be attributed to the Legislature in adopting the Act in question, except to promote the convenience and general welfare of the people of the State. All such legislation has been held to be referable to the police power of the State. Under these authorities then, and in the absence of legislation by Congress, the Act in question would seem to be unobjectionable as a police regulation, so far as the point raised by your letter is concerned, provided as a matter of fact, its effect on commerce is indirect and merely incidental, and though entailing some additional expense and inconvenience on the railroad, yet will not constitute a substantial or serious burden on interstate commerce.

In a number of instances this class of State legislation has been sustained over the objection that it constituted an interference with interstate commerce.

In 1911 the legislature of Missouri passed an Act entitled,

"An Act requiring all corporations doing business in this State to pay employees as often as semi-monthly and fixing penalties for violation thereof."

It was admitted that the defendant was engaged in interstate as well as intrastate commerce. The Missouri Pacific Railroad Company was convicted of a violation of said statute, and appealed to the Supreme Court. That court disposed of the contention that the Act was unconstitutional as an interference with interstate commerce in a few words to the effect that no reason was apparent how or why semi-monthly payment of wages would interrupt or interfere with interstate commerce over defendant's road, and sustained the Act as in all respect constitutional and valid, it not appearing that Congress had legislated on the subject.

In the case of *N. Y. C. & H. R. R. Co. v. Williams*, 199 N. Y., 108, in an opinion rendered in June, 1910, the Court of Appeals of New York had under consideration a labor statute of that state, then recently enacted, which provided, among other things;

"\* \* \* every person or corporation operating a steam surface railroad shall, on or before the first day of each month, pay the employees thereof the wages earned by them during the first half of the preceding month, ending the fifteenth day thereof, and on or before the fifteenth day of each month pay the employees thereof the wages earned by them during the last half of the preceding calendar month."

It was contended the Act was invalid because it constituted a restriction upon, or interference with, interstate commerce. To test the constitutionality of the Act the railroad company brought a suit in equity against the State Commissioner of Labor to restrain him from instituting action to recover the penalties prescribed by said Act for noncompliance with its provisions. Judgment was rendered in favor of the defendant, thus sustaining the Act. The plaintiff appealed to the Court of Appeals. The Act was held valid, and I cannot set forth the conclusion and reasoning of the court upon the question of interference with interstate commerce better or more briefly than by quoting at some length from the opinion of the court as follows:

"As to the objection that the semi-monthly payment law constitutes an unconstitutional interference with interstate commerce, it is to be observed that it is not in conflict with any legislation by Congress, nor does it affect interstate commerce directly. It relates to the wages of railway servants employed wholly within the State of New York as well as to the wages of those whose duties take them from this State into others. The subject is one upon which Congress has not undertaken to act. The cause in which State legislation has been judicially condemned for interference with the commercial power of Congress have been cases where the interference was direct. 'In conferring upon Congress the regulation of commerce, it was never intended to cut the states off from legislating on all subjects relating to the health, life and safety of their citizens, though the legislation might indirectly affect the commerce of the country. Legislation, in a great variety of ways, may affect commerce and persons engaged in it without constituting a regulation of it, within the meaning of the Constitution.' (Sherlock v. Alling, 93 U. S., 99, 103). If its effect upon interstate commerce is only incidental a state law is not forbidden by the commerce clause of the Federal Constitution and may remain in force until and unless it is displaced by a congressional enactment dealing with the subject matter. *Nashville, C. & St. L. Railway v. Alabama*, 128 U. S., 96). 'While the states must yield to Acts of Congress passed in execution of the powers conferred upon it by the Constitution, the mere grant to Congress of the power to regulate commerce with foreign nations and among the States did not, of itself and without legislation by Congress, impair the authority of the states to establish such reasonable regulations as were appropriate for the protection of the health, the lives and the safety of their people.' (*New York, New Haven & Hartford R. R. v. New York*, 165 U. S., 628, 631). Neither did it impair the authority of the states



to amend the charters of corporations partly engaged in interstate commerce so as to promote the welfare of their employees, under 'the power remaining with the State to regulate the relative rights and duties of all persons and corporations within its limits.' (Ibid, 632.) Until Congress shall intervene to regulate the payment of wages by interstate carriers, I think such state enactments as that under consideration are free from the objection that they constitute commercial regulations solely within the power of the Federal Government to prescribe."

In other states Acts similar to the Illinois Act in question have been adopted and have been held constitutional and valid, notably, Arkansas, Vermont and Rhode Island; but in these cases corporations other than railroads were defendants, and the question of interference with interstate commerce was not involved.

No doubt the observance of the Act will entail upon the railroads some additional inconvenience and expense in making semi-monthly payments to employees, and, if in a prosecution for violation of the Act it should be made to appear that such additional inconvenience and expense were so great as to seriously embarrass the railroad in its operations as an instruments of interstate commerce, thereby clearly constituting a substantial interference with, and placing a substantial burden upon such commerce, the Act might be condemned by the courts; but it is not believed such a showing can be made. In the Missouri and New York cases, above referred to, no serious attempt was made by the railroads to make such a showing, and it is to be presumed the railroads would have made such showing if it had been possible to do so.

Under the authorities cited, and the facts, so far as disclosed by your letter, and the expense and inconvenience occasioned, so far as the same may be anticipated, I am of the opinion the Act in question is constitutional and valid, and that a refusal and failure by railroad corporations doing business in this State and engaged in interstate commerce, to make semi-monthly payments to their employees, would constitute a violation of said Act and subject said railroad corporations to the penalty prescribed thereby.

It may be observed that various other constitutional objections have been raised to Acts similar to the Illinois Act in question, and in some states such Acts have been condemned on constitutional grounds, particularly, as not being a proper or legal exercise of the police power; but the courts of last resort of Missouri, New York, Vermont and Rhode Island, and perhaps other states, every constitutional objection raised against them was held to be without merit, and the Acts were sustained. In this opinion, however, I am simply passing upon the objections suggested in your letter, although I am strongly inclined to the opinion that the Supreme Court of this State, whatever view it may have entertained of some of these constitutional objections to such legislation in the past, would now sustain the Act. The principal constitutional objection urged against this class of legislation in the past has been that it constituted an unconstitutional restriction on the right and liberty of contract, and therefore, was not a proper and legal exercise of the police power. The courts, however, have always wisely and cautiously refrained from defining or placing limits on the "police power" of the State, because it is something elastic which changes and varies with changing social and industrial conditions of the people. The very nature of the police power suggests that it must be elastic to meet the changing and shifting of conditions constantly going on through the increase of population and the ever increasing complexity of the commercial, industrial and social condition and needs of the people. A statute condemned today as an unreasonable exercise of police power, ten years hence may become and be held to be a wise and necessary regulation and therefore, a reasonable and legal exercise of the police power. This adjustment to new and changed conditions on the part of the judiciary is illustrated by the decisions of our own Supreme Court. It is not so much that the court reverses itself as it is that the law is different as applied to new and different conditions. It is not my purpose, however, to anticipate and pass upon constitutional objections to this Act other than the one submitted by you, but I have made this reference to

other constitutional objections which have been raised in other states, and may be raised here, simply by way of preface to the suggestion that it should not be assumed this Act is unconstitutional on any ground, notwithstanding similar legislation has been condemned by our courts in the past; but rather all public officers, at least, should proceed on the theory and assumption that the Act is constitutional and valid until the courts shall declare it to be otherwise.

Very respectfully,

[Signed] P. J. LUCEY,  
*Attorney General.*

## WAREHOUSE LICENSE CANCELLED

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Miscellaneous Docket No. 547

*In the matter of the application of J. Rosenbaum for cancellation of license  
for Rock Island Elevator "B"*

This matter coming on to be heard, it appearing from the letter of J. Rosenbaum of April 5, 1913, that Rock Island elevator "B," which had been licensed by this Commission, was being dismantled; it also further appearing that the license issued by this Commission had been mislaid and cannot be found for presentation for cancellation.

It further appearing to the Commission from a letter from M. A. Mueller, Registrar, under date of March 22, 1913, offered in evidence as follows:

"This house has been emptied of all grain and all outstanding warehouse receipts for said elevator, cancelled by the State Registrar. License was issued for said house by your Commission, October 27, 1911, to Mr. J. Rosenbaum."

And there also being filed with the Commission a copy of the final receipt as cancelled of date of December 28, 1912, and the Commission being fully advised.

It is therefore ordered that said license so issued of October 27, 1911, to J. Rosenbaum for Rock Island Elevator "B," Class "A," is hereby cancelled.

By order of the Commission this 24th day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*,  
J. A. WILLOUGHBY, *Commissioner*.

## ORDERS OF THE RAILROAD AND WAREHOUSE COMMISSION APPROVING THE OPERATION OF INTERLOCKING PLANTS

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*In the matter of the application of the Chicago, Burlington & Quincy Railroad Company for approval of plans covering changes and additions to the interlocking plant at Jacksonville, Illinois*

It appearing to the Commission that the Chicago, Burlington & Quincy Railroad Company has made application to this Commission for approval of plans covering changes and additions to the interlocking plant at Jacksonville, Ill., at which point one main track of the Chicago, Burlington & Quincy Railroad Company crosses a main track of the Chicago & Alton Railroad Company; and it appearing that said changes and additions are made necessary because of the construction of a second main track by the Chicago, Burlington & Quincy Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed that said changes and additions to said interlocking plant be, and the same are hereby authorized; and when said changes and additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 9th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Chicago & Northwestern Railway Company for approval of plans covering changes in the interlocking plant at West Lake Bluff, Illinois*

It appearing to the Commission that the Chicago & Northwestern Railway Company has made application to this Commission for approval of plans covering changes in the interlocking plant at West Lake Bluff, Ill., at which point crossings are formed by the tracks of the Chicago & Milwaukee Electric Railroad Company and the Chicago & Northwestern Railway Company; and it appearing that these changes are necessary on account of the elimination of the Chicago & Northwestern Railway Company's passing track; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed that said changes to said interlocking plant be, and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 9th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Chicago Great Western Railroad Company for approval of plans covering changes connected with certain distant signals at the interlocking plant at DeKalb, Illinois*

It appearing to the Commission that the Chicago Great Western Railroad Company has made application to this Commission for approval of plans

covering changes connected with certain distant signals at the interlocking plant at DeKalb, Ill., at which point the main track of the Chicago, Milwaukee & Gary Railway Company crosses at grade the respective main tracks of the Chicago & Northwestern Railway Company and the Chicago Great Western Railroad Company; sufficient reasons being given for said changes and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes be, and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 9th day of December, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Baltimore & Ohio Chicago Terminal Railroad Company for approval of plans covering changes in the interlocking at Argo, Illinois*

It appearing to the Commission that the Baltimore & Ohio Chicago Terminal Railroad Company has made application to this Commission for approval of plans covering changes in the location of a distant signal governing movements of eastbound trains on the tracks of the Baltimore & Ohio Chicago Terminal Railroad Company, also to permit the use of fixed semaphore arm on this signal instead of a movable arm, at Argo, Ill., at which point the tracks of the Baltimore & Ohio Chicago Terminal Railroad Company cross at grade the tracks of the Chicago & Alton Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes in said interlocking be and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 9th day of December, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Baltimore & Ohio Southwestern Railroad Company for approval of plans covering the reconstruction of the interlocking plant at Shattuc, Illinois*

It appearing to the Commission that the Baltimore & Ohio Southwestern Railroad Company has made application to this Commission for approval of plans covering the reconstruction of the interlocking plant at Shattuc, Ill., at which point the main track of the Baltimore & Ohio Southwestern Railroad Company crosses at grade the main track of the Chicago, Burlington & Quincy Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the said plans for the reconstruction of said interlocking plant be, and the same are hereby approved; and when said plant is completed, said petitioner shall notify the Commission for its approval.

By order of the Commission this 9th day of December, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Illinois Central Railroad Company for approval of plans covering changes in the interlocking plant at Tamaroa, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering changes in the interlocking plant at Tamaroa, Ill., at which point a main

track of the Wabash, Chester & Western Railroad crosses the main tracks of the Illinois Central Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed that said changes in said interlocking plant be, and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 10th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In the matter of the application of the Chicago & Alton Railroad Company for approval of plans covering the reconstruction of the interlocking plant at West Roodhouse, Illinois*

It appearing to the Commission that the Chicago & Alton Railroad Company has made application to this Commission for approval of plans covering the reconstruction of interlocking plant at West Roodhouse, Ill., at which point the main track of the Chicago & Alton Railroad Company crosses the main track of the Chicago, Burlington & Quincy Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed that the reconstruction of said interlocking plant according to said plans be, and the same is hereby authorized; and when said interlocking plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 10th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In the matter of the application of the Illinois Central Railroad Company for approval of revised plans covering changes and additions to the interlocking plant at Riverdale, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of revised plans covering changes and additions to the interlocking plant at Riverdale, Ill., at which point the tracks of the Illinois Central Railroad Company, the Pittsburg, Cincinnati, Chicago & St. Louis Railway Company and the Baltimore and Ohio Chicago Terminal Railroad Company cross each other at grade; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed that said changes and additions to said interlocking plant be, and the same are hereby authorized; and when said changes and additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 12th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Illinois Central Railroad Company for approval of plans covering changes and additions to the interlocking plant at Portage, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering changes and additions to the interlocking plant at Portage, Ill., at which point the tracks of the Illinois Central Railroad Company form junctions with each other; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes and additions to said interlocking plant be, and the same are hereby authorized; and when said changes and additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 12th day of December, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Chicago & Western Indiana Railroad Company for approval of plans covering changes and additions to the interlocking plant at State Line*

It appearing to the Commission that the Chicago & Western Indiana Railroad Company has made application to this Commission for approval of plans covering changes and additions to the interlocking plant at State Line, at which point the main track of the Indiana Harbor Belt Railroad Company crosses at grade the tracks of the Baltimore & Ohio Chicago Terminal Railroad Company, the New York, Chicago & St. Louis Railroad Company and the Chicago & Western Indiana Railroad Company, including junctions of tracks one road with another; and the plans having been examined by F. G. Ewald, Consulting Engineer of said Commission, and approved by him as amended with respect to location of derail numbered 146, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes and additions to said interlocking plant be, and the same are hereby authorized; and when said changes and additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 12th day of December, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Elgin, Joliet & Eastern Railway Company for approval of revised plans showing changes and additions to the interlocking plant at West Chicago, known as Tower "A"*

It appearing to the Commission that the Elgin, Joliet & Eastern Railway Company has made application to this Commission for approval of revised plans covering changes and additions to the interlocking plant at West Chicago, Ill., known as Tower "A," at which point a main track of the Elgin, Joliet & Eastern Railway Company crosses at grade the tracks of the Chicago and Northwestern Railway Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes and additions to said interlocking plant be, and the same are hereby authorized; and when said changes and additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 12th day of December, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In the matter of application of the Illinois Central Railroad Company for approval of plans covering changes connected with the interlocking plant at Branch Junction, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering changes in connection with the interlocking plant at Branch Junction, Ill., at which point the main track of the Freeport lines form a junction with the main line of the Illinois Central Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes be, and the same are hereby authorized; and when said changes

are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 19th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

No. 773

Chicago & Illinois Western Railroad, Petitioner

v.

Chicago & Western Indiana Railroad Company,  
Belt Railway Company of Chicago,  
Illinois Central Railroad Company, Respondents

*In re petition to enter interlocking plant at South Forty-sixth Avenue near West Thirty-first Street, Chicago, Illinois*

This is a petition for permission to interlock the crossings formed by a track of the Chicago & Illinois Western Railroad with the tracks of the Chicago & Western Indiana Railroad Company and operated by The Belt Railway Company of Chicago in connection with the existing interlocking plant located at the crossings formed by the tracks of the said Chicago & Western Indiana Railroad Company and the tracks of the Illinois Central Railroad Company, which companies have a proprietary interest in said existing interlocking plant and located at a point at South Forty-sixth Avenue near West Thirty-first Street in the city of Chicago, county of Cook, State of Illinois.

The said Chicago & Illinois Western Railroad having been authorized to cross with one track at grade four tracks of the Chicago & Western Indiana Railroad Company in accordance with an order filed in case known as No. 772, and it appearing that under a certain contract dated December 6, 1913, by and between the petitioner, the Chicago & Illinois Western Railroad and the Chicago & Western Indiana Railroad Company and The Belt Railway Company of Chicago, the said Chicago & Western Indiana Railroad Company and The Belt Railway Company of Chicago in so far as their proprietary interests are involved in said existing interlocking plant, give the said Chicago & Illinois Western Railroad permission to make use of, enlarge and reconstruct the existing interlocking plant in order that the proposed crossings formed by a track of the Chicago & Illinois Western Railroad with the tracks of the Chicago & Western Indiana Railroad Company as specified in the order rendered in Case No. 772 may be interlocked in connection with the existing interlocking plant; and it further appearing that the Illinois Central Railroad Company, which also has a proprietary interest in the said existing interlocking plant has entered into a contract dated January 12, 1906, with the said Chicago & Illinois Western Railroad, giving the petitioner in this case permission and right to make use of, enlarge and reconstruct the said existing interlocking plant in order that the aforesaid crossings formed by a track of the Chicago & Illinois Western Railroad may be interlocked.

It is therefore ordered that the crossings formed by a track of the Chicago & Illinois Western Railroad with the tracks of the Chicago & Western Indiana Railroad Company and operated by The Belt Railway Company of Chicago shall be interlocked in connection with the existing interlocking plant in accordance with plans, subject to the approval of this Commission.

Inasmuch as all parties connected with this proceeding have entered into contracts which provide for the cost of enlarging and reconstructing the existing interlocking plant and apportioning the division of cost pertaining to the operation and maintenance of the said existing interlocking plant when enlarged and reconstructed, no order is made relative thereto.

It is further provided that this Commission will retain jurisdiction of the subject matter and the parties hereto for the purpose of rendering any further orders which may be necessary herein.



By order of the Commission this 23d day of December, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
RICHARD YATES, *Commissioner*.

*In re application of the Illinois Central Railroad Company for approval of plans covering changes and additions to the interlocking plant at Cairo Junction, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering changes and additions to the interlocking plant at Cairo Junction, Ill., at which point the tracks of the Illinois Central Railroad Company form junctions with each other; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes and additions be and the same are hereby authorized; and when said changes and additions to said interlocking plant are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 23d day of December, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Louisville & Nashville Railroad Company for approval of revised plans covering the construction of an interlocking plant near East St. Louis, Illinois*

It appearing to the Commission that the Louisville & Nashville Railroad Company has made application to this Commission for approval of revised plans covering the construction of an interlocking plant near East St. Louis, Ill., at a point where the main track of the Alton & Southern Railway Company crosses the tracks of the Louisville & Nashville Railroad Company and the St. Louis & O'Fallon Railway Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of this Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said Louisville & Nashville Railroad Company be and the same is hereby authorized to construct said interlocking plant in accordance with said plans; when said plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 29th day of December, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Chicago & Alton Railroad Company for approval of plans covering changes and additions to the interlocking plant at Atlanta, Illinois*

It appearing to the Commission that the Chicago & Alton Railroad Company has made application to this Commission for approval of plans covering changes and additions to the interlocking plant at Atlanta, Ill., at which point the tracks of the Chicago & Alton Railroad Company cross at grade a main track of the Vandalia Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes in said interlocking plant be and the same are hereby authorized; and when said changes and additions are completed, said petitioner shall notify this Commission for its approval.

By order of the Commission this 2d day of December, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In the matter of the application of the Illinois Central Railroad Company for approval of plans covering changes in the interlocking plant at Paxton, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering certain changes in the interlocking plant at Paxton, Ill., at which point the Illinois Central Railroad Company is arranging to take up the east house track, where the same crosses the main track of the Lake Erie and Western Railroad Company, the elimination of which track will relieve levers numbered 9 and 21; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes in said interlocking plant be and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 3d day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Chicago, Burlington & Quincy Railroad Company for approval of plans covering additions to the interlocking plant at Plum River, Illinois*

It appearing to the Commission that the Chicago, Burlington & Quincy Railroad Company has made application to this Commission for approval of plant covering additions to the interlocking plant at Plum River, Ill., at which point the main track of the Chicago, Burlington & Quincy Railroad Company crosses a main track of the Chicago, Milwaukee & St. Paul Railway Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed that said additions to said interlocking plant be, and the same are hereby authorized; and when said additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 9th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Chicago & Northwestern Railway Company for approval of plans covering changes in the interlocking plant at Upton, Illinois*

It appearing to the Commission that the Chicago & Northwestern Railway Company has made application to this Commission for approval of plans covering changes in the interlocking plant at Upton, Ill., at which point the main track of the Elgin, Joliet & Eastern Railway Company crosses the main tracks of the Chicago & Northwestern Railway Company; and it appearing that said changes are made necessary on account of the elimination of the Chicago & Northwestern Railway Company's passing track; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed that said changes in said interlocking plant be, and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 9th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Illinois Central Railroad Company for approval of plans covering changes in the interlocking plant at Neoga, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering changes in the interlocking plant at Neoga, Ill., at which point the main track of the Toledo, St. Louis & Western Railroad Company crosses the main tracks of the Illinois Central Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed that said changes in said interlocking plant be, and the same are hereby authorized; and when said changes are completed, the said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 9th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Wabash Railroad Company for approval of plans covering additions to the interlocking plant at Essex, Illinois*

It appearing to the Commission that the Wabash Railroad Company has made application to this Commission for approval of plans covering additions to the interlocking plant at Essex, Ill., at which point the main track of the Wabash Railroad Company crosses the main track of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed that said additions to said interlocking plant be, and the same are hereby authorized; and when said additions are completed, said petitioners shall report the same to this Commission for its approval.

By order of the Commission this 9th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Baltimore & Ohio Southwestern Railroad Company for approval of revised plans covering the rehabilitation of the interlocking plant at Sandoval, Illinois*

It appearing to the Commission that the Baltimore & Ohio Southwestern Railroad Company has made application to this Commission for approval of revised plans covering the rehabilitation of the interlocking plant at Sandoval, Ill., at which point the main track of the Baltimore & Ohio Southwestern Railroad Company crosses the main track of the Illinois Central Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, as to the location of units in the track of the Baltimore & Ohio Southwestern Railroad Company, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed that the rehabilitation of said interlocking plant be, and the same is hereby authorized; and when same is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 9th day of December, 1912, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

No. 614

Egyptian Southern Railway Company

v.

Chicago & Eastern Illinois Railroad Company

Now on this day comes the petitioner herein and presented its petition for an extension of the order in reference to connection and interlocking

until May 1, 1914. There being no objections, and the Commission being fully advised, it is therefore ordered, adjudged and decreed that the said order be and the same is extended until May 1, 1914.

By order of the Commission this 7th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

No. 613

Egyptian Southern Railway Company

v.

Illinois Central Railroad Company

Now on this day comes the petitioner herein and presented its petition for an extension of the order in reference to connection and interlocking until May 1, 1914. There being no objections, and the Commission being fully advised, it is therefore ordered, adjudged and decreed that the said order be and the same is extended until May 1, 1914.

By order of the Commission this 7th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the St. Louis, Iron Mountain & Southern Railway Company for approval of plans covering changes connected with the interlocking plant at Vulcan, Illinois*

It appearing to the Commission that the St. Louis, Iron Mountain & Southern Railway Company has made application to this Commission for approval of plans covering changes connected with the interlocking plant at Vulcan, Ill., at which point a switching track of the St. Louis, Iron Mountain & Southern Railway Company crosses the track of the Mobile & Ohio Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes in said interlocking plant be, and the same are hereby approved and authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 18th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Pennsylvania Company for approval of plans (revised) providing for interlocking Calumet River, Chicago, Illinois*

It appearing to the Commission that the Pennsylvania Company has made application to this Commission for approval of plans (revised) covering the interlocking of junction of their tracks with the tracks of the Lake Shore & Michigan Southern Railway Company, located near each end of the drawbridge spanning the Calumet River in Chicago, Ill.; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said plans for said interlocking be, and the same are hereby authorized; and when said interlocking is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 18th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application for approval of plans by the Illinois Central Railroad Company, covering changes in the locking of signals numbered 6 and 19, forming a part of the interlocking plant at Odin, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering changes in the locking of signals numbered 6 and 19, forming a part of

the interlocking plant at Odin, Ill., at which point the main tracks of the Illinois Central Railroad Company cross a main track of the Baltimore & Ohio Southwestern Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes be, and the same are hereby authorized; and when said changes are completed said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 18th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Chicago & Western Indiana Railroad Company for approval of plans covering changes and additions to the interlocking plant at One Hundred and Twelfth Street, South Deering, Chicago, Illinois*

It appearing to the Commission that the Chicago & Western Indiana Railroad Company has made application to this Commission for approval of plans covering changes and additions to the interlocking plant at One Hundred and Twelfth Street, South Deering, Chicago, Ill., at which point the tracks of this company form junctions; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said plans for said changes and additions be, and the same are hereby authorized; and when said changes and additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 18th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Chicago & Eastern Illinois Railroad Company for approval of plans covering changes in the signal circuits at Thornton Junction, Illinois*

It appearing to the Commission that the Chicago & Eastern Illinois Railroad Company has made application to this Commission for approval of plans covering changes in the signal circuits at Thornton Junction, Illinois, in order to provide for approach locking to protect the movement of high speed trains on the line of this road, at which point the main tracks of the Chicago & Eastern Illinois Railroad Company cross at grade the main tracks of the Grand Trunk Western Railway Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes in said signal circuits be and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 18th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Chicago, Rock Island & Pacific Railway Company for approval of plans covering the installation of a new interlocking machine at Washington Heights, Chicago, Illinois*

It appearing to the Commission that the Chicago, Rock Island & Pacific Railway Company has made application to this Commission for approval of plans covering the installation of a new interlocking machine at Washington Heights, Chicago, Illinois, where the tracks of this company cross the tracks of the Pittsburg, Cincinnati, Chicago & St. Louis Railway Company; it appearing that the installation of this new machine will in no way effect the character or location of the ground units, but it is the intention

of the company within the very near future to present plans for approval, providing for some changes and improvements in connection with the outside work; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that the said plans for the installation of said new interlocking plant be and the same are hereby approved; and when said interlocking plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 18th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Mobile & Ohio Railroad Company for approval of revised plans providing for the reconstruction of interlocking plant at Davis, Illinois*

It appearing to the Commission that the Mobile & Ohio Railroad Company has made application to this Commission for approval of revised plans covering the reconstruction of the interlocking plant at Davis, Ill., at which point the tracks of the Mobile & Ohio Railroad Company form junctions at three points; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said revised plans for the reconstruction of said interlocking plant be and the same are hereby approved; and when said plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 25th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Chicago, Rock Island & Pacific Railway Company for approval of plans covering the construction of an interlocking plant at Joliet, Illinois*

It appearing to the Commission that the Chicago, Rock Island & Pacific Railway Company has made application to this Commission for approval of plans covering the construction of an interlocking plant at Joliet, Illinois, at which point the following crossings are embraced within the limits of the proposed interlocking plant:

*First*—The crossing of the tracks of the Chicago, Rock Island & Pacific Railway Company and the Michigan Central Railroad Company with the tracks of the Chicago & Alton Railroad Company and the Atchison, Topeka & Santa Fé Railway Company, and known as the central point of crossing.

*Second*—At a point north of the central crossing where the tracks of the Chicago & Alton Railroad Company and the Atchison, Topeka & Santa Fé Railway Company form junctions and cross each other at grade.

*Third*—At a point south of the central crossing where the tracks of the Chicago & Alton Railroad Company and the tracks of the Atchison, Topeka & Santa Fé Railway Company form junctions and cross each other at grade.

And the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said plans for the construction of said interlocking plant be and the same are hereby approved; and when said interlocking plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 25th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Chicago & Northwestern Railway Company for approval of plans covering changes in the interlocking at Mayfair, Illinois*

It appearing to the Commission that the Chicago & Northwestern Railway Company has made application to this Commission for approval of plans covering the elimination of a fixed distant signal, No. 80, located along the tracks of the Chicago & Northwestern Railway Company at Mayfair, Ill., at which point the tracks of the Chicago & Northwestern Railway Company form junctions with each other and cross the tracks of the Chicago, Milwaukee & St. Paul Railway Company; sufficient reasons having been given for this change, and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said change in said interlocking be and the same is hereby authorized; and when said change is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 25th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Chicago, Burlington & Quincy Railroad Company for approval of plans for an interlocking plant at Savanna, Illinois*

It appearing to the Commission that the Chicago, Burlington & Quincy Railroad Company has made application to this Commission for approval of plans covering an interlocking plant at Savanna, Ill., at which point the tracks of the Chicago, Burlington & Quincy Railroad Company form junctions; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said plans for said interlocking plant be and the same are hereby approved; and when said plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 25th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Chicago, Burlington & Quincy Railroad Company for approval of plans covering the construction of an interlocking plant at Graham, Illinois*

It appearing to the Commission that the Chicago, Burlington & Quincy Railroad Company has made application to this Commission for approval of plans covering the construction of an interlocking plant at Graham, Ill., at which point the tracks of the Chicago, Burlington & Quincy Railroad Company form a junction; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that the construction of said interlocking plant be, and the same is hereby authorized; and when said plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 4th day of October, 1913, dated at Springfield, Illinois

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Chicago Great Western Railroad Company for approval of plans covering the construction of an interlocking plant at Winston, Illinois*

It appearing to the Commission that the Chicago Great Western Railroad Company has made application to this Commission for approval of plans covering the construction of an interlocking plant at Winston, Ill., at which

point a junction is formed by the tracks of the Chicago Great Western Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that the construction of said interlocking plant according to said plans be, and the same is hereby authorized; and when same is completed, said petitioner shall notify this Commission for its approval.

By order of the Commission this 4th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Chicago Great Western Railroad Company for approval of plans covering the construction of an interlocking plant at Rice, Illinois*

It appearing to the Commission that the Chicago Great Western Railroad Company has made application to this Commission for approval of plans covering the construction of an interlocking plant at Rice, Ill., at which point a junction is formed by the tracks of the Chicago Great Western Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that the construction of said interlocking plant according to said plans be, and the same is hereby authorized; and when said plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 4th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Louisville & Nashville Railroad Company for approval of plans covering construction of an interlocking plant at East St. Louis, Illinois*

It appearing to the Commission that the Louisville & Nashville Railroad Company has made application to this Commission for approval of plans covering the construction of an interlocking plant at East St. Louis, at which point a crossing is formed by the main track of the Alton & Southern Railway Company with the tracks of the Louisville & Nashville Railroad Company and the St. Louis & O'Fallon Railway Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that the construction of said interlocking plant according to said plans be, and the same is hereby authorized; and when said plant is completed, said petitioner shall notify this Commission for its approval.

By order of the Commission this 4th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Peoria & Pekin Union Railway Company for approval of plans covering changes and additions to the interlocking plant at Grove, Illinois*

It appearing to the Commission that the Peoria & Pekin Union Railway Company has made application to this Commission for approval of plans covering changes and additions to the interlocking plant at Grove, Ill., at which point the tracks of the Chicago & Alton Railroad Company form junctions with the tracks of the Peoria & Pekin Union Railway Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes and additions to said interlocking plant be, and the same are



hereby authorized; and when said changes and additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 4th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the St. Louis, Peoria and Northwestern Railway Company for approval of plans covering changes in the location of the interlocking tower at Hollis, Illinois*

It appearing to the Commission that the St. Louis, Peoria and Northwestern Railway Company has made application to this Commission for approval of plans covering changes in the location of the interlocking tower at Hollis, Ill., it further appearing that additions are being made to this plant and it is being reconstructed because of the new crossings formed by the main track of the St. Louis, Peoria and Northwestern Railway Company with the main track of the Peoria Railway Terminal Company and the Peoria & Pekin Union Railway Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes in said interlocking plant be, and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 4th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Chicago, Burlington & Quincy Railroad Company for approval of plans covering the reconstruction of the interlocking plant at Christopher, Illinois*

It appearing to the Commission that the Chicago, Burlington & Quincy Railroad Company has made application to this Commission for approval of plans covering the reconstruction of the interlocking plant at Christopher, Ill., at which point a main track of the Illinois Central Railroad Company crosses at grade a main track of the Chicago, Burlington & Quincy Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said plans for reconstruction of said interlocking plant be, and the same are hereby approved; and when said interlocking plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 4th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Illinois Central Railroad Company for approval of plans covering changes and additions to the interlocking plant at North Litchfield, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering changes and additions to the interlocking plant at North Litchfield, Ill., at which point a main track of the Illinois Central Railroad Company crosses the tracks of the Wabash Railroad Company at grade; it further appearing that said changes and additions are made necessary by the construction of a second main track by the Wabash Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes and additions to said interlocking plant be, and the same are

hereby authorized; and when said changes and additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 4th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Chicago, Peoria & St. Louis Railroad Company for approval of plans covering the reconstruction of the interlocking plant at Curran, Illinois*

It appearing to the Commission that the Chicago, Peoria & St. Louis Railroad Company has made application to this Commission for approval of plans providing for the reconstruction of the interlocking plant at Curran, Ill., at which point a main track of the Chicago, Peoria & St. Louis Railroad Company crosses a main track of the Wabash Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that plans for the reconstruction of said interlocking plant be, and the same are hereby approved; and when said plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 9th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the St. Louis, Iron Mountain & Southern Railway Company for approval of plans covering changes and additions to the interlocking plant at Vulcan, Illinois*

It appearing to the Commission that the St. Louis, Iron Mountain & Southern Railway Company has made application to this Commission for approval of plans covering changes and additions to the interlocking plant at Vulcan, Ill., at which point a branch line of the St. Louis, Iron Mountain & Southern Railway Company crosses a main track of the Mobile & Ohio Railroad Company; and said plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, with suggestions concerning location of Signal No. 4, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes and additions to said interlocking plant be, and the same are hereby authorized, and when said changes and additions are completed, said petitioner shall report the same to this Commission.

By order of the Commission this 21st day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Illinois Central Railroad Company for approval of plans covering changes and additions in the interlocking plant at Neoga, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering changes and additions connected with the interlocking plant at Neoga, Ill., at which point the two main tracks of the Illinois Central Railroad Company cross a main track of the Toledo, St. Louis & Western Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes and additions to said interlocking plant be, and the same is hereby authorized; and when said changes and additions are completed, the said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 21st day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Illinois Central Railroad Company for approval of plans covering changes and additions to the interlocking plant at Kinmundy, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering changes and additions to the interlocking plant at Kinmundy, Ill., at which point the two main tracks of the Illinois Central Railroad Company crosses at grade a main track of the Chicago & Eastern Illinois Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes and additions to said interlocking plant be, and the same are hereby authorized; and when said changes and additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 21st day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Illinois Central Railroad Company for approval of plans covering changes and additions to the interlocking plant at Riverdale, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering certain changes and additions to the interlocking plant at Riverdale, Ill., said change being made necessary by the construction of a main track of the Calumet & South Chicago Railway Company, and at which point a main track of the Calumet & South Chicago Railway Company crosses at grade the tracks of the Illinois Central Railroad Company, north of the Calumet River Bridge; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that the said changes and additions to said interlocking plant be, and the same are hereby authorized; and when said changes and additions are completed, said petitioner shall notify this Commission for its approval.

By order of the Commission this 21st day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Pennsylvania Company for approval of plans covering construction of an interlocking plant at Calumet River, Chicago, Illinois*

It appearing to the Commission that the Pennsylvania Company has made application to this Commission for approval of plans covering the construction of an interlocking plant at Calumet River, Chicago, Ill., at which point the tracks of the Lake Shore & Michigan Southern Railway Company cross a drawbridge and form junctions with the tracks of the Pennsylvania Company near each end of the drawbridge; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that the said Pennsylvania Company be, and the same is hereby authorized to construct said interlocking plant in accordance with said plans as amended with respect to the use of distant signals along the tracks of the Lake Shore & Michigan Southern Railway Company; and when said plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 21st day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

## ORIGINAL PETITION

*In the matter of the petition of the East St. Louis Belt R. R. Company for crossing over the tracks of the Chicago, Peoria & St. Louis Ry. Co. of Illinois in Madison County, Illinois*

*In the matter of the petition of the East St. Louis Belt R. R. Co., the St. Louis, Troy & Eastern R. R., and the Chicago, Peoria & St. Louis Ry. Co., for division of costs of construction, maintenance and operation of the interlocker provided for in the original order herein entered and prayed for in the original petition herein filed*

The original petition of the East St. Louis Belt Railroad Company prayed for grade crossing and double track across the Chicago, Peoria & St. Louis Railway at grade in the county of Madison, State of Illinois. After hearing such petition the prayer thereof was granted and an order entered allowing such crossing, on September 20, 1912, which original order authorizing such crossing directed the installation, according to plans and specifications of an interlocking plant at such crossing.

The division of expense of construction, maintenance and operation of such interlocking plant was reserved by the Commission for a further hearing if the respective parties could not agree upon such division. The respective parties not being able to agree upon the division of cost of construction, maintenance and operation, they afterwards filed a petition herein asking said Commission to hear, determine and make an order in relation to the division of expense of construction, maintenance and operation of such interlocking plant; and the said petition together with the answers thereto coming on for hearing and each of the respective parties being represented by their respective counsel and the case being fully heard and afterwards the arguments of counsel were submitted to the Commission for its consideration and decision.

*Construction and maintenance.*—Upon the hearing of the petition for division of cost and maintenance there was but little difference between the respective parties as to the amount each respective company should be assessed for construction and maintenance of said interlocking plant. The figures submitted by the respective parties after comparison and careful checking only in a small way disagree as to amount, and the records show a substantial agreement.

The Commission, therefore, finds that the amounts to be charged against the respective roads for construction and maintenance and to be paid by them shall be as follows:

	PER CENT
Chicago, Peoria & St. Louis R. R. Co. ....	10
St. Louis, Troy & Eastern R. R. Co. ....	13
East St. Louis Belt R. R. Company .....	77

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100

*Cost of operation.*—Considerable testimony was taken and extensive arguments in the discussion of the proper basis for apportioning the cost of operation by the respective parties; from a very careful analysis of such arguments and facts as set forth by the respective parties there really is not a great difference among the contending parties as to what this shall be if we use the basis which the Commission believes, everything considered, is the proper one. In the record this basis of division was discussed from four standpoints:

*First*—Dividing expense of operation among the four roads interested, which would be 25 per cent to each. The Commission after due consideration of this contention in view of the fact and circumstances in this case finds that such is not the proper basis of division.

*Second*—The other proposition discussed at considerable length was the function basis by which if adopted the C., P. & St. L. R. R. Co. would be

assessed 18.701 per cent. This basis the Commission finds is not a proper one, for the reason that a road which might operate only one through train a day each way through the crossing might have several switches located within interlocking limits which necessarily would have to be interlocked while they moved. The number of functions assigned to each crossing or set of crossings is not indicative necessarily of the amount of traffic passing through the crossings, and in view of this record in this case we do not believe this is a fair basis of adjustment.

*Third*—The third basis discussed was based on the number of individual crossings amounting in all to fourteen. This was figured out in the discussion fully, but on this basis the amount assessed the Chicago, Peoria & St. Louis R. R. Co. would be 16.66 $\frac{2}{3}$  per cent. Under the present situation the C., P. & St. L. Ry. Co., which has one track, is crossed four times by tracks of the St. Louis Belt R. R. Co., therefore on the basis of the individual crossings, the C., P. & St. L. R. R. Co. should be assessed for one-half of the crossings and the East St. Louis Belt for the other half. Continuing this theory, with the understanding that the C., P. & St. L. R. R. Co. has but one track, the East St. Louis Belt Railroad might cross them twenty times, making twenty crossings, in which the proportion chargeable to the C., P. & St. L. R. R. Co. would be materially raised. For this and other reasons the Commission concluded that this is not a proper basis of apportioning the operating cost.

*Fourth*—This theory is based on the number of sets of crossings. This interlocking plant will include seven sets of crossings, in addition to such switches as may fall within the interlocking limits. In each of the crossings it happens there are two of these sets of crossings—"A" and "D"—comprising in all four individual crossings. The set of crossings at "A" is covered by contract, in which the C., P. & St. L. R. R. Company agrees to pay one-half of the operating expenses whenever this particular set of crossings is interlocked. The set of crossings at "D" is a new lay-out not covered by the contract, and if the same general practice or theory is followed out with respect to dividing the cost equally between the roads on the basis of each set or crossing, it is a coincident that the apportionment assignable to the C., P. & St. L. R. R. will be one-half the cost of operating the crossing at "D," which happens to be the same apportionment provided for in the contract covering the sets of crossings at "A."

The C., P. & St. L. R. R. Company being interested in one-half of two sets of crossings out of a total of seven sets, they would be chargeable for the operating expenses of one-seventh of the total cost. On this basis the percentage of the cost of operation applicable to all of the roads interested in this interlocking plant, dispensing with fractions, would be as follows:

	PER CENT
C., P. & St. L. R. R. Company.....	14
St. Louis, Troy & Eastern.....	16
Toledo, St. Louis & Western and East St. Louis Belt, jointly.....	70

The exact and equitable division of operation in matters of this kind is a difficult matter, and is almost, if not quite, impossible to make absolutely accurate and correct. But after a very careful consideration of the record in this case and of the facts and circumstances submitted by the respective counsel, the Commission believes that the percentage found herein is an equitable and proper division of expenses in this case:

It is therefore ordered, adjudged and decreed that in the operation of said interlocking plant the C., P. & St. L. R. R. Company shall pay 14 per cent thereof, the St. Louis, Troy & Eastern 16 per cent thereof, and the Toledo, St. Louis & Western R. R. and the East St. Louis Belt R. R. Company jointly 70 per cent thereof.

By order of the Commission this 6th day of November, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*,  
B. A. ECKHART, *Commissioner*.

*In re application of the Pittsburg, Fort Wayne & Chicago Railway Company for approval of plans covering construction of proposed interlocking plant at Park Manor, Chicago, Illinois*

It appearing to the Commission that the Pittsburg, Fort Wayne & Chicago Railway Company has made application to this Commission for approval of plans covering the construction of a proposed interlocking plant at Park Manor, Chicago, Illinois, at which point the tracks of this company form crossings; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said plans for said interlocking plant be and the same are hereby approved; and when said interlocking plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 8th day of August, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Chicago & Northwestern for approval of plans covering changes in the proposed interlocking plant north of Peoria, Illinois*

It appearing to the Commission that the Chicago & Northwestern Railway Company has made application to this Commission for approval of plans covering changes in the proposed interlocking plant north of Peoria, Ill., at which point the tracks of the Chicago & Northwestern Railway Company and the St. Louis, Peoria & Northwestern Railway Company form a junction; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes in said proposed interlocking plant be and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 2d day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Chicago, Burlington & Quincy Railroad Company for approval of plans covering certain changes and additions in the interlocking plant at Monmouth, Illinois*

It appearing to the Commission that the Chicago, Burlington & Quincy Railroad Company has made application to this Commission for approval of plans covering certain changes and additions to the interlocking plant at Monmouth, Ill., at which point the tracks of the Chicago, Burlington & Quincy Railroad Company cross at grade the track of the Minneapolis & St. Louis Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes and additions to said interlocking plant be, and the same are hereby authorized; and when said changes and additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 2d day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Illinois Central Railroad Company for approval of plans covering change in interlocking plant at Hawthorne, Chicago, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to the Commission for approval of plans covering change in the location of distant signal No. 61, which forms a part of

the interlocking plant at Hawthorne, in the city of Chicago, Ill., at which point the tracks of the Chicago & Western Indiana Railroad Company and the Chicago and Illinois Western Railroad cross the tracks of the Illinois Central Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said change in the interlocking plant at said point be, and the same is hereby authorized; and when said change is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 10th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Illinois Central Railroad Company for approval of plans covering changes and additions in the interlocking plant at Tolona, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering changes and additions to the interlocking plant at Tolona, Ill., at which point the tracks of the Illinois Central Railroad Company cross the tracks of the Wabash Railroad Company; and it further appearing that said changes and additions are made necessary by the construction of a second main track by the Wabash Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes and additions to said interlocking plant be and the same are hereby authorized; and when said changes and additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 10th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Illinois Central Railroad Company for approval of plans covering changes in the interlocking plant at North Litchfield, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering changes in the interlocking plant at North Litchfield, Ill., at which point the tracks of the Illinois Central Railroad Company and the Wabash Railroad Company cross at grade; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes in said interlocking plant be and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 10th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Chicago & Alton Railroad Company for approval of plans covering changes in the interlocking plant at Wann, Illinois*

It appearing to the Commission that the Chicago & Alton Railroad Company has made application to this Commission for approval of plans covering changes in the interlocking plant at Wann, Ill., at which point the tracks of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company and the Chicago & Alton Railroad Company form junctions, and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes in said interlocking plant be and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 10th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Illinois Central Railroad Company for approval of plans covering changes in the interlocking plant at Centralia, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering changes in the interlocking plant at Centralia, Ill., at which point the tracks of the Illinois Central Railroad Company and the Chicago, Burlington & Quincy Railroad Company cross each other at grade, and the main track of the Illinois Southern Railway Company forms a junction with the tracks of the Chicago, Burlington & Quincy Railroad Company, and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes be and the same are hereby authorized; and when such changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 10th day of September, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Chicago, Burlington & Quincy Railroad Company for approval of plans covering the construction of an interlocking plant at Portal, Illinois*

It appearing to the Commission that the Chicago, Burlington & Quincy Railroad Company has made application to this Commission for approval of plans covering the construction of an interlocking plant at Portal, Ill., at which point the tracks of the Chicago, Burlington & Quincy Railroad Company form a junction; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that the construction of said interlocking plant according to said plans be and the same is hereby authorized; and when said plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 4th day of October, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Illinois Central Railroad Company for approval of changes in the interlocking plant at Centralia, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of change in the location of the northbound distant signal on the line of the Illinois Central Railroad Company at Centralia interlocking plant, at which point the tracks of the Illinois Central Railroad Company cross those of the Chicago, Burlington & Quincy Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed that said change in said interlocking plant be and the same is hereby authorized; and when said change is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 20th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*



*In re application of the Illinois Central Railroad Company for approval of revised plans covering changes in interlocking plant at Bridgeport, Chicago, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of revised plans covering changes in connection with the interlocking plant at Bridgeport, Chicago, Ill., at which point the tracks of the Illinois Central Railroad Company, the Chicago & Alton Railroad Company and the Atchison, Topeka & Santa Fé Railway Company cross each at grade, and the movable bridge of the lift type which spans the south fork of the south branch of the Chicago River at Bridgeport in Chicago; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed that said changes in said interlocking plant be and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 27th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Illinois Central Railroad Company for approval of plans covering changes in the interlocking plant at Thirty-third and Central Park Avenue, Chicago, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering certain changes in the interlocking plant at Thirty-third and Central Park Avenue, Chicago, Ill., at which point the tracks of the Illinois Central cross at grade a track of the Illinois Northern Railway Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes in said interlocking plant be and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 3d day of June, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Chicago & Northwestern Railway Company for approval of plans covering changes in the locking of signals at Nachusa, Illinois*

It appearing to the Commission that the Chicago & Northwestern Railway Company has made application to this Commission for approval of plans covering changes in the locking of signals numbered 5 and 25 at Nachusa, Ill., at which point the tracks of the Chicago & Northwestern Railway Company form junctions; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed that said changes be and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 9th day of June, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of Wabash Railroad Company for approval of plans covering reconstruction of interlocking plant at Decatur Junction, Illinois*

It appearing to the Commission that the Wabash Railroad Company has made application to this Commission for approval of plans covering the reconstruction of interlocking plant at Decatur Junction, Ill., at which point the St. Louis lines of the Wabash Railroad Company form a junction with the tracks of the Springfield Division; and the plans having been examined

and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed that said Wabash Railroad Company be and the same is hereby authorized to reconstruct said interlocking plant in accordance with said plans; and when said interlocking plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 9th day of June, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of application of the Wabash Railroad Company for approval of revised plans covering the construction of an interlocking plant at Decatur Junction, Illinois*

It appearing to the Commission that the Wabash Railroad Company has made application to this Commission for approval of revised plans covering the construction of an interlocking plant at Decatur Junction, Ill., at which point the tracks of the Wabash Railroad Company form junctions with each other; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed that said Wabash Railroad Company be and the same is hereby authorized to construct said interlocking plant in accordance with said plans; and when said plant is completed, said petitioner shall notify this Commission for its approval.

By order of the Commission this 19th day of June, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of application of the Illinois Central Railroad Company for approval of plans covering certain changes connected with the interlocking plant at Galena, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering certain changes connected with the interlocking plant at Galena, Ill., at which point a main track of the Illinois Central Railroad Company crosses a movable bridge spanning the Galena River and a main track of the Chicago, Burlington & Quincy Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer, of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed that said changes connected with said interlocking plant be and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 19th day of June, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Wabash Railroad Company for approval of plans covering changes connected with the interlocking plant at Lodge, Illinois*

It appearing to the Commission that the Wabash Railroad Company has made application to this Commission for approval of plans covering changes connected with the interlocking plant at Lodge, Ill., at which point the main track of the Wabash Railroad Company crosses a main track of the Illinois Central Railroad Company; it further appearing that such changes are made necessary by the construction of a second main track by the Wabash Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed that said changes connected with said interlocking plant be, and the same are hereby authorized; and when said changes are completed, said petitioner shall notify this Commission for its approval.

By order of the Commission this 25th day of June, 1913, dated Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Chicago & Eastern Illinois Railroad Company for approval of plans covering additions to the interlocking plant at Fairmount Junction, Illinois*

It appearing to the Commission that the Chicago & Eastern Illinois Railroad Company has made application to this Commission for approval of plans covering additions to the interlocking plant at Fairmount Junction, Ill., at which point the main track of the Chicago & Eastern Illinois Railroad Company crosses at grade a main track of the Wabash Railroad Company; it further appearing that said additions are made necessary by the construction of a second main track by the Wabash Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed that said additions to said interlocking plant be, and the same are hereby authorized; and when said additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 25th day of June, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Chicago & Alton Railroad Company for approval of plans covering the rehabilitation of the interlocking plant at Godfrey, Illinois*

It appearing to the Commission that the Chicago & Alton Railroad Company has made application to this Commission for approval of plans covering the rehabilitation of the interlocking plant at Godfrey, Ill., at which point the tracks of the Chicago & Alton Railroad Company form junctions with each other; and the plans having been examined and approved, as amended with respect to installing one additional derail, by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said plans for said rehabilitation of interlocking plant be, and the same are hereby approved and said work authorized; and when same is completed, said petitioner shall notify the Commission for its approval.

By order of the Commission this 2d day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

No. 527  
East St. Louis, Columbia & Waterloo Railway

v.

The St. Louis Valley Railway  
St. Louis, Iron Mountain & Southern Railway  
and the

No. 528  
East St. Louis, Columbia & Waterloo Railway

v.

Illinois Central Railroad  
and the  
No. 529

East St. Louis, Columbia & Waterloo Railway

v.

East St. Louis & Carondelet Railway

*In the matter of application for extension of time in which to complete the interlocking plant at Dupu, Illinois*

Now on this day comes the petitioner and shows to the Commission that on account of delays which were unavoidable in procuring material and

labor and in completing contracts between respective railroad companies, said petitioner has been unable to complete the interlocking plant at Dupo, Ill., according to the order of this Commission, and moves the Commission for a further extension of time for the completion of said interlocking plant to January 1, 1914.

And the Commission having given the matter due consideration, finds, that the statement made by the petitioner is true, and it is therefore ordered, adjudged and decreed by the Commission that the time for the completion of said interlocking plant be extended to January 1, 1914.

By order of the Commission this 8th day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Vandalia Railroad Company for approval of plans covering additions to the interlocking plant at Willows, Illinois*

It appearing to the Commission that the Vandalia Railroad Company has made application to this Commission for approval of plans covering additions to the interlocking plant at Willows, Ill., at which point the tracks of the Vandalia Railroad Company and the Baltimore & Ohio Southwestern Railroad Company cross at grade the tracks of the Illinois Transfer Railroad Company and the Southern Railway Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer, of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes be, and the same are hereby approved by the Commission; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 11th day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Elgin, Joliet & Eastern Railway Company for approval of plans showing changes and additions of temporary nature in the interlocking plant at West Chicago, Illinois, known as Tower "A"*

It appearing to the Commission that the Elgin, Joliet & Eastern Railway Company has made application to this Commission for approval of plans covering changes and additions of a temporary nature in the interlocking plant at West Chicago, Ill., known as Tower "A," at which point a main track of the Elgin, Joliet & Eastern Railway Company crosses a main track of the Freeport line of the Chicago & Northwestern Railway Company; it further appearing that the work proposed in connection with this plant is intended to be carried out pending the construction of a second main track by the Chicago & Northwestern Railway Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes and additions in said interlocking plant be, and the same are hereby authorized; and when same are completed, said petitioner shall so report to this Commission for its approval.

By order of the Commission this 16th day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Illinois Central Railroad Company for approval of plans covering changes and additions to the interlocking plant at Centralia, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering changes and additions to the interlocking plant at Centralia, Ill., at which point the tracks of the Illinois Central Railroad Company cross at grade

the tracks of the Chicago, Burlington & Quincy Railroad Company; it further appearing that said changes and additions are made necessary by the double track arrangement of the Chicago, Burlington & Quincy Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes and additions to said interlocking plant be, and the same are hereby authorized; and when said changes and additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 16th day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company for approval of plans covering the reconstruction of the interlocking plant at Mansfield, Illinois*

It appearing to the Commission that the Cleveland, Cincinnati, Chicago & St. Louis Railway Company has made application to this Commission for approval of plans covering the reconstruction of the interlocking plant at Mansfield, Ill., at which point a main track of the Wabash Railroad Company crosses a main track of the Peoria & Eastern Division of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; and the plans having been examined and approved as amended with respect to the location of the north derail in the Wabash main track, by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said reconstruction of said interlocking plant in accordance with said plans be, and the same is hereby authorized; and when said interlocking plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 23d day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Illinois Central Railroad Company for approval of plans covering changes in the locking connected with signals Nos. 28 and 29 of the interlocking plant at Blue Island Junction, Chicago, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering changes in the locking connected with signals Nos. 28 and 29 of the interlocking plant at Blue Island Junction, Chicago, Ill., at which point the tracks of the Chicago & Western Indiana Railroad Company cross at grade the tracks of the Illinois Central Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes in connection with said interlocking plant be, and the same are hereby authorized; and when said changes are completed, said petitioner shall notify this Commission of the same, for its approval.

By order of the Commission this 23d day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the St. Louis Merchants Bridge Terminal Railway Company for approval of plans covering temporary arrangement of the interlocking plant at Madison, Illinois*

It appearing to the Commission that the St. Louis Merchants Bridge Terminal Railway Company has made application to this Commission for approval of plans covering temporary arrangement of the interlocking plant

at Madison, Ill., pending the reconstruction of the track lay-out, at which point the tracks of the St. Louis Merchants Bridge Terminal Railway Company form junctions and cross each other; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by this Commission that said changes in said interlocking plant be, and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 29th day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Chicago & Alton Railroad Company for approval of plans covering changes in signals along the line of Illinois Central Railroad Company at Mason City, Illinois*

It appearing to the Commission that the Chicago & Alton Railroad Company has made application to this Commission for approval of plans covering changes in which the distant signals along the line of the Illinois Central Railroad Company are made fixed signals, at Mason City, Ill., at which point the tracks of the Chicago & Alton Railroad Company cross the Havana line of the Illinois Central Railroad Company; it further appearing that the reason for making these signals fixed is because of the complaint of the citizens of Mason City, that the wires which operate the present signals are a hindrance to pedestrian traffic, also there is considerable difficulty in maintaining the wire connections because of street crossings; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes in said signals be, and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 31st day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Chicago & Alton Railroad Company for approval of plans covering the construction of an interlocking plant at Lawndale, Illinois*

It appearing to the Commission that the Chicago & Alton Railroad Company has made application to this Commission for approval of plans covering the construction of an interlocking plant at Lawndale, Ill., at which point two main tracks of this company form a junction; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said plans for said interlocking plant be, and the same are hereby authorized; and when said interlocking plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 31st day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Chicago & Alton Railroad Company for approval of plans covering proposed interlocking plant to be installed at Murrayville, Illinois*

It appearing to the Commission that the Chicago & Alton Railroad Company has made application to this Commission for approval of plans covering proposed interlocking plant to be installed at Murrayville, Ill., at which point the two main tracks of this company form a junction; and the plans

having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said plans covering said proposed interlocking plant to be installed at Murrayville, be and the same are hereby approved; and when said interlocking plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 31st day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Chicago & Alton Railroad Company for approval of plans covering changes connected with the interlocking plant at South Joliet, Illinois*

It appearing to the Commission that the Chicago & Alton Railroad Company has made application to this Commission for approval of plans covering changes connected with the interlocking plant at South Joliet, Ill., at which point two main tracks of this company form a junction; it further appearing that these changes are made necessary by some temporary track arrangement, but involves no changes in the locking; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes in said interlocking plant be, and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 31st day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Chicago & Northwestern Railway Company for approval of plans covering change in the location of four dwarf signals at the interlocking plant at Nelson, Illinois*

It appearing to the Commission that the Chicago & Northwestern Railway Company has made application to this Commission for approval of plans covering change in the location of four dwarf signals at the interlocking plant at Nelson, Ill., at which point the tracks of this company form junctions and cross each other at grade; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes in said interlocking plant be, and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 31st day of July, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company for approval of plans covering changes in the interlocking plant at Pana, Illinois*

It appearing to the Commission that the Cleveland, Cincinnati, Chicago & St. Louis Railway Company has made application to this Commission for approval of plans covering changes in the interlocking plant at Pana, Ill., at which point the tracks of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, the Baltimore & Ohio Southwestern Railroad Company, the Chicago & Eastern Illinois Railroad Company and the Illinois Central Railroad Company form junctions and crossings; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes in said interlocking plant be, and the same are hereby authorized; when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 4th day of August, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Illinois Central Railroad Company for approval of plans covering changes connected with the interlocking plant at Gilman, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering changes in the interlocking plant at Gilman, Ill., at which point the tracks of the Illinois Central Railroad Company cross the tracks of the Toledo, Peoria & Western Railway Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes in said interlocking plant be, and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 5th day of August, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Elgin, Joliet & Eastern Railway Company for approval of plans covering additions and changes connected with the interlocking plant at West Chicago, Illinois, known as Tower "B"*

It appearing to the Commission that Elgin, Joliet & Eastern Railway Company has made application to this Commission for approval of plans covering additions and changes connected with the interlocking plant at West Chicago, Ill., known as Tower "B," at which point the track of the Chicago & Northwestern Railway Company is crossed by a main track of the Elgin, Joliet & Eastern Railway Company; and it further appearing that such changes are made necessary as a result of the rearrangement of the tracks of the main line of the Chicago & Northwestern Railway Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said additions and changes in said interlocking plant be, and the same are hereby authorized; and when said additions and changes are completed, said petitioner shall notify this Commission of the same for its approval.

By order of the Commission this 5th day of August, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Elgin, Joliet & Eastern Railway Company for approval of plans covering the reconstruction of the interlocking plant at West Chicago, Illinois, known as Tower "A"*

It appearing to the Commission that the Elgin, Joliet & Eastern Railway Company has made application to this Commission for approval of plans covering the reconstruction of the interlocking plant at West Chicago, Ill., known as Tower "A," at which point the main track of the Elgin, Joliet & Eastern Railway Company crosses tracks of the Chicago & Northwestern Railway Company; and it further appearing that these changes and additions are made necessary by the construction of a second main track on the Freeport line of the Chicago & Northwestern Railway Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.



It is therefore ordered, adjudged and decreed by the Commission that said plans for said reconstruction of interlocking plant be, and the same are hereby approved; and when said changes and additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 5th day of August, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of application of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company for approval of revised plans covering changes connected with the interlocking plant at Litchfield, Illinois*

It appearing to the Commission that the Cleveland, Cincinnati, Chicago & St. Louis Railway Company has made application to this Commission for approval of revised plans covering changes connected with the interlocking plant at Litchfield, Ill., at which point the tracks of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company cross the main tracks of the Chicago, Burlington & Quincy Railroad Company, the Wabash Railroad Company and the Illinois Central Railroad Company; and it appearing that these changes are desired on the part of the Wabash Railroad Company because of the construction of automatic block signals, the circuits of which will pass through this plant; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed that said changes connected with said interlocking plant be, and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 14th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of application of the Chicago & Eastern Illinois Railroad Company for approval of plans covering certain changes and additions to the interlocking plant at Arthur, Illinois*

It appearing to the Commission that the Chicago & Eastern Illinois Railroad Company has made application to this Commission for approval of plans covering certain changes and additions to the interlocking plant at Arthur, Ill., at which point the tracks of the Vandalia Railroad Company cross those of the Chicago & Eastern Illinois Railroad Company; and it appearing that said changes and additions are made necessary because of the construction of the second main track by the Chicago & Eastern Illinois Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed that said changes and additions to said interlocking plant be, and the same are hereby authorized; and when said changes and additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 14th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of application of the Baltimore and Ohio Chicago Terminal Railroad Company for approval of plans covering changes and additions to the interlocking plant at McCook, Illinois*

It appearing to the Commission that the Baltimore and Ohio Chicago Terminal Railroad Company has made application to this Commission for approval of plans covering certain changes and additions to the interlocking plant at McCook, Ill., at which point the tracks of the Baltimore and Ohio Chicago Terminal Railroad Company cross a main track of the Chicago and Illinois Western Railroad and the main tracks of the Atchison, Topeka and Santa Fé Railway Company; and it appearing that said changes and addi-

tions are made necessary by the construction of additional tracks by the Baltimore and Ohio Chicago Terminal Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed that said changes and additions to said interlocking plant be, and the same are hereby authorized; and when said changes and additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 14th day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of application of the Pennsylvania Company for approval of plans covering certain changes in connection with the interlocking plant at Englewood, (Chicago), Illinois*

It appearing to the Commission that the Pennsylvania Company has made application to this Commission for approval of plans covering changes in the location of signals along the tracks of the Chicago, Rock Island & Pacific Railway Company, and provision for one "Calling On" arm at the Englewood interlocking plant, at which point the tracks of the Pennsylvania Company cross the tracks of the Chicago, Rock Island & Pacific Railway Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed that said changes in connection with said interlocking plant be, and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 21st day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of application of the Illinois Central Railroad Company for approval of plans covering certain changes and additions to the interlocking plant at Blue Island Junction, Chicago, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering certain changes and additions to the interlocking plant at Blue Island Junction, Chicago, Ill., at which point the tracks of the Chicago & Western Indiana Railroad Company cross the main tracks of the Illinois Central Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed that said changes and additions to said interlocking plant be, and the same are hereby authorized; and when said changes and additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 21st day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Chicago & Western Indiana Railroad Company for approval of plans covering changes and partial reconstruction of interlocking plant known as Tower "A," at Fifteenth and Dearborn Streets, Chicago, Illinois*

It appearing to the Commission that the Chicago & Western Indiana Railroad Company has made application to this Commission for approval of plans covering certain changes and partial reconstruction of the interlocking plant known as Tower "A," located at Fifteenth and Dearborn Streets, Chicago, Ill., at which point the tracks of the Chicago & Western Indiana Railway Company connect and form junctions with the tracks of the Atchison, Topeka & Santa Fé Railway Company, the Chicago, Indiana &

Louisville Railway Company, the Chicago & Eastern Illinois Railroad Company and the Wabash Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed that said changes and partial reconstruction of said interlocking plant in accordance with said plans be, and the same are hereby authorized; and when said reconstruction is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 21st day of January, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Illinois Central Railroad Company for approval of plans covering changes connected with the interlocking plant at Coulterville, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering certain changes in connection with the interlocking plant at Coulterville, Ill., at which point the main track of the Illinois Southern Railroad Company crosses the tracks of the Illinois Central Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of this Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes in said interlocking plant be, and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 12th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Baltimore & Ohio Chicago Terminal Railroad Company for approval of plans covering changes in the signaling arrangements along the tracks operated by this company at Argo, Illinois*

It appearing to the Commission that the Baltimore & Ohio Chicago Terminal Railroad Company has made application to this Commission for approval of plans covering changes in the signaling arrangements along the tracks operated by this company at Argo, Ill., at which point the tracks of the Baltimore & Ohio Chicago Terminal Railroad Company cross the main tracks of the Chicago & Alton Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes in said signaling arrangement be, and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 12th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Chicago & Northwestern Railway Company for approval of plans covering the construction of an interlocking plant a short distance north of Peoria, Illinois*

It appearing to the Commission that the Chicago & Northwestern Railway Company has made application to the Commission for approval of plans covering the construction of an interlocking plant to be located at a junction formed by the tracks of the Chicago & Northwestern Railway Company and the St. Louis, Peoria and Northwestern Railway Company a short distance north of Peoria, Ill.; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the said interlocking plant be constructed in accordance with said plans; and when said plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 12th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Illinois Central Railroad Company for approval of plans covering changes in the signaling arrangements along the tracks of this company where same pass through the interlocking plant at Bridgeport, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering changes in the signaling arrangement along the tracks of the Illinois Central Railroad Company, where these pass through the interlocking plant at Bridgeport, Ill., at which point the tracks of the Illinois Central Railroad Company, Chicago & Alton Railroad Company and the Atchison, Topeka & Santa Fé Railway Company form junctions with each other and cross a movable bridge spanning the South Fork of the South Branch of the Chicago River; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes be, and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 12th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Chicago, Burlington & Quincy Railroad Company for approval of plans covering construction of an interlocking plant at Zeigler Junction, Illinois*

It appearing to the Commission that the Chicago, Burlington & Quincy Railroad Company has made application to this Commission for approval of plans covering the construction of a new interlocking plant at Zeigler Junction, Ill., at which point a main track of this company crosses a main track operated by the St. Louis, Iron Mountain and Southern Railway Company; it further appearing that this plant will be known as a cabin interlocking plant in which the signals will always be set in a clear position for trains on the Chicago, Burlington & Quincy Railroad Company, except when desired for use by trains of the St. Louis, Iron Mountain & Southern Railway Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said Chicago, Burlington & Quincy Railroad Company be, and the same is hereby authorized to construct and install said interlocking plant according to said plans; and when said plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 12th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of application of the Chicago & Alton Railroad Company for approval of plans covering additions to the interlocking plant at Wann, Illinois*

It appearing to the Commission that the Chicago & Alton Railroad Company has made application to this Commission for approval of plans covering additions to the interlocking plant at Wann, Ill., at which point the tracks of the Chicago & Alton Railroad Company and the Cleveland, Cincinnati, Chicago & St. Louis Railway Company form junctions with each

other; and it appearing that said changes are made necessary by the construction of a storage track by the Chicago & Alton Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the said additions to said interlocking plant be, and the same are hereby authorized; and when said additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 12th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Chicago, Burlington & Quincy Railroad Company for approval of plans covering the construction of an interlocking plant at Berwyn, Illinois*

It appearing to the Commission that the Chicago, Burlington & Quincy Railroad Company has made application to this Commission for approval of plans covering the construction of an interlocking plant at Berwyn, Ill., at which point the main track of the County Traction Railway Company crosses three main tracks of the Chicago, Burlington & Quincy Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago, Burlington & Quincy Railroad Company be, and the same is hereby authorized to construct and install said interlocking plant according to said plans; and when said plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 13th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Illinois Central Railroad Company for approval of plans covering changes and additions to the interlocking plant at Tolona, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering certain changes and additions to the interlocking plant at Tolona, Ill., at which point the tracks of the Wabash Railroad Company cross the tracks of the Illinois Central Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, with some suggestions as to the location of derails, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the said changes and additions be, and the same are hereby authorized; and when said changes and additions are completed, the said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 18th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Chicago & Alton Railroad Company for approval of plans covering additions to the interlocking plant at Glassboro, Illinois*

It appearing to the Commission that the Chicago & Alton Railroad Company has made application to this Commission for approval of plans covering additions to the interlocking plant at Glassboro, Illinois; and it appearing said changes are made necessary by the construction of a storage track, which will extend from Wann to Glassboro, and that the southerly end of this storage track will connect with the main track of the Illinois Terminal Railroad Company, which crosses the tracks of the Alton, Granite and St.

Louis Traction Company, the Chicago & Alton Railroad Company and the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the said additions be, and the same are hereby authorized; and when said additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 18th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Lake Shore & Michigan Southern Railway Company for approval of plans covering changes connected with the interlocking plant at Sixteenth and Clark Streets, Chicago, Illinois*

It appearing to the Commission that the Lake Shore & Michigan Southern Railway Company has made application to this Commission for approval of plans covering changes connected with the interlocking plant at Sixteenth and Clark Streets, Chicago, Ill., at which point the main tracks of the Lake Shore and Michigan Southern Railway Company, the Chicago, Rock Island & Pacific Railway Company, the Illinois Central Railroad Company and the St. Charles Air Line cross each other at grade; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes be, and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 18th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the Application of the Chicago & Alton Railroad Company for approval of plans covering the rehabilitation of the interlocking plant which protects traffic passing over the drawbridge spanning the Illinois River at Pearl, Illinois*

It appearing to the Commission that the Chicago & Alton Railroad Company has made application to this Commission for approval of plans covering the rehabilitation of the interlocking plant which protects traffic passing over the drawbridge spanning the Illinois River at Pearl, Ill.; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, except for suggested changes in the location of one derail, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago & Alton Railroad Company be, and the same is hereby authorized to reconstruct said interlocking plant according to said plans; and when same is completed, the said petitioner shall report the fact to this Commission for its approval.

By order of the Commission this 18th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of application of the Chicago & Eastern Illinois Railroad Company for approval of plans covering change in the interlocking arrangement at St. Anne, Illinois*

It appearing to the Commission that the Chicago & Eastern Illinois Railroad Company has made application to this Commission for approval of plans covering a change in the location of a distant signal along tracks of the said Chicago & Eastern Illinois Railroad Company at St. Anne, Ill., at which point the tracks of the Chicago & Eastern Illinois Railroad Company cross the tracks of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; it further appearing that in connection with this improve-

ment is the installation of approach locking and a slow release to be operated in connection with this signal; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes in said interlocking arrangement be, and the same are hereby authorized; and when said changes are completed, the petitioner shall report the same to this Commission for its approval.

By order of the Commission this 26th day of February, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In the matter of the application of the St. Louis, Peoria & Northwestern Railway Company for approval of plans covering the construction of an interlocking plant designed to protect traffic passing over the bridge spanning the Illinois River near Pekin, Illinois*

It appearing to the Commission that the St. Louis, Peoria & Northwestern Railway Company has made application to this Commission for approval of plans covering the construction of an interlocking plant designed to protect traffic over the bridge spanning the Illinois River near Pekin, Ill.; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed that said plans for the construction of said interlocking plant be, and the same are hereby authorized; and when said interlocking plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 20th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In the matter of the application of the Chicago, Milwaukee & St. Paul Railway Company for approval of plans covering changes connected with the interlocking plant at Pacific Junction, Illinois*

It appearing to the Commission that the Chicago, Milwaukee & St. Paul Railway Company has made application to this Commission for approval of plans covering changes in the interlocking plant at Pacific Junction, Ill., at which point the tracks of this company cross each other at grade; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of this Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes in said interlocking plant be and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 20th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In the matter of the application of the Illinois Central Railroad Company for approval of plans covering changes connected with the interlocking plant at Pinckneyville, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering changes connected with the interlocking plant at Pinckneyville, Ill., at which point the main tracks of the Illinois Central Railroad Company cross a main track of the Wabash, Chester & Western Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of the Commission, with the understanding that nothing in the way of reconstruction or rehabilitation will form any part of the work in carrying out these changes, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes in said interlocking plant be and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 20th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In the matter of application of the Chicago, Milwaukee & St. Paul Railway Company for approval of plans covering changes in interlocking plant at Rondont, Illinois*

It appearing to the Commission that the Chicago, Milwaukee & St. Paul Railway Company has made application to this Commission for approval of plans covering changes connected with the interlocking plant at Rondont, at which point the main tracks of the Chicago, Milwaukee & St. Paul Railway Company cross at grade a main track of the Elgin, Joliet & Eastern Railway Company; it further appearing that said changes are brought about by the installation of an automatic block signal system by the Chicago, Milwaukee & St. Paul Railway Company, the circuits of which will pass through this plant, also the substitution of upper quadrant signals for lower quadrant signals now in use; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that the said changes in said interlocking plant be and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 20th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In the matter of application of the Illinois Central Railroad Company for approval of plans covering general reconstruction of the interlocking plant at Tuscola, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering changes, additions and general reconstruction of the interlocking plant at Tuscola, Ill., at which point the tracks of the Illinois Central Railroad Company, the Chicago & Eastern Illinois Railroad Company and the Cincinnati, Hamilton & Dayton Railway Company cross each other at grade, and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of this Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes, additions and general reconstruction of said interlocking plant, in accordance with said plans be and the same are hereby approved; and when said general reconstruction is completed, said petitioner shall notify this Commission of the same for its approval.

By order of the Commission this 27th day of March, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In the matter of the application of the Wabash Railroad Company for approval of plans covering changes and additions to the interlocking plant at Taylorville, Illinois*

It appearing to the Commission that the Wabash Railroad Company has made application to this Commission for approval of plans covering changes and additions to the interlocking plant at Taylorville, Ill., at which point the tracks of the Wabash Railroad Company cross a main track of the Baltimore & Ohio Southwestern Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:



It is therefore ordered, adjudged and decreed by the Commission that said changes and additions to said interlocking plant be and the same are hereby authorized; and when said changes and additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 16th day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Illinois Central Railroad Company for approval of plans covering changes and additions to the interlocking plant at Starnes, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering changes and additions to the interlocking plant at Starnes, Ill., at which point the tracks of the Illinois Central Railroad Company, the Wabash Railroad Company and the St. Louis, Springfield & Peoria Railroad cross each other at grade; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises:

It is therefore ordered, adjudged and decreed by the Commission that said changes and additions to said interlocking plant be and the same are hereby authorized; and when said changes and additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 16th day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Chicago, Milwaukee & St. Paul Railway Company for approval of plans covering changes and additions to the interlocking plant at Rondout, Illinois*

It appearing to the Commission that the Chicago, Milwaukee & St. Paul Railway Company has made application to this Commission for approval of plans covering changes and additions to the interlocking plant at Rondout, Ill., at which point the tracks of the Elgin, Joliet & Eastern Railway Company cross the tracks of the Chicago, Milwaukee & St. Paul Railway Company; and it appearing that said changes and additions are made necessary by the construction of a second main track by the Elgin, Joliet & Eastern Railway Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, providing that the location of derail No. 36 in a track of the Elgin, Joliet & Eastern Railway Company is moved to a point four hundred feet from the crossing, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the said changes and additions to said interlocking plant be, and the same are hereby authorized; and when said changes and additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 16th day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Illinois Central Railroad Company for approval of certain changes in the interlocking arrangements at Mattoon, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of certain changes in the interlocking arrangements at Mattoon, Ill., at which point the main track of the Illinois Central Railroad Company crosses the tracks of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; and it appearing that said changes consist of substituting for the north bound mechanical distant signal on the Peoria & Evansville line of the Illinois Central Railroad Company, a fixed distant signal, because of the difficulty in

operating present signal due to sharp curvature and several street crossings; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer, pending the construction of a power distant signal, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes in said interlocking arrangements be, and the same are hereby authorized; and when said changes are complete, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 16th day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Chicago & Northwestern Railway Company for approval of plans covering the construction of an interlocking plant at Wood Street, Chicago, Illinois*

It appearing to the Commission that the Chicago & Northwestern Railway Company has made application to this Commission for approval of plans covering the construction of an interlocking plant at Wood Street, Chicago, Ill., on the Wisconsin Division, at which point the tracks of the Chicago & Northwestern Railway Company form junctions with each other; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said Chicago & Northwestern Railway Company be, and the same is hereby authorized to construct said interlocking plant in accordance with said plans; and when said plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 16th day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Illinois Central Railroad Company for approval of plans covering additions to the interlocking plant at Riverdale, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering additions to the interlocking plant at Riverdale, Ill., at which point the tracks of the Baltimore & Ohio Chicago Terminal Railroad Company, the Pittsburg, Cincinnati, Chicago & St. Louis Railway Company and the Illinois Central Railroad Company cross each other at grade; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said additions to said interlocking plant be, and the same are hereby authorized; and when said additions are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 16th day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Chicago & Northwestern Railway Company for approval of plans covering construction of proposed interlocking plant at Hunting Avenue, Chicago, Illinois*

It appearing to the Commission that the Chicago & Northwestern Railway Company has made application to this Commission for approval of plans covering the construction of a proposed interlocking plant at Hunting Avenue, Chicago, Ill., at which point the main tracks of the Wisconsin Division of the Chicago & Northwestern Railway Company form junctions with each other; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that the said Chicago & Northwestern Railway Company be, and the same is hereby authorized to construct said interlocking plant in accordance with said plans; and when said plant is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 24th day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Illinois Central Railroad Company for approval of plans covering changes in connection with the interlocking plant at Ashley, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to the Commission for approval of plans covering changes in connection with the interlocking plant at Ashley, Ill., said changes being made necessary because of an automatic block signal circuit designed to run through this plant, at which point the tracks of the Illinois Central Railroad Company cross the tracks of the Louisville & Nashville Railroad Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed that said changes in said interlocking plant be, and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 30th day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of the application of the Pittsburg, Cincinnati, Chicago & St. Louis Railway Company for approval of plans covering changes in the interlocking arrangements at Calumet River Bridge*

It appearing to the Commission that the Pittsburg, Cincinnati, Chicago & St. Louis Railway Company has made application to this Commission for approval of plans covering the installation of a power operated distant signal, as a substitute for a certain mechanical distant signal, which signal governs the movement of southbound trains at the Calumet River interlocking plant located on the drawbridge; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes in said distant signal be, and the same are hereby authorized; and when same are completed, said petitioner shall report to the Commission for its approval.

By order of the Commission this 30th day of April, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of application of the Illinois Central Railroad Company for approval of plans covering changes in the interlocking arrangements at Harvey, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of plans covering changes in the location of the derrails in the main track of the Baltimore and Ohio Chicago Terminal Railroad Company from the low side to the high side of the curve at Harvey, Ill., at which point the tracks of the Illinois Central Railroad Company, the Grand Trunk Western Railway Company and the main track of the Baltimore & Ohio Chicago Terminal Railroad Company cross each other at grade; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes in said interlocking arrangements, be and the same are hereby authorized; and when said changes are completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 13th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of application of the Chicago & Northwestern Railway Company for approval of plans (revised) covering proposed interlocking plant at Wood Street, Chicago, Illinois*

It appearing to the Commission that the Chicago & Northwestern Railway Company has made application to this Commission for approval of revised plans covering the proposed interlocking plant to be erected at Wood Street, Chicago, Ill., at which point a junction is formed by the tracks of the Chicago & Northwestern Railway Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said Chicago & Northwestern Railway Company be, and the same is hereby authorized to construct and install said interlocking plant in accordance with said plans; and when same is completed, said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 14th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In the matter of application of the Chicago, Rock Island & Pacific Railway Company for approval of plans covering certain changes in the interlocking at Sixty-first Street, Chicago, Illinois*

It appearing to the Commission that the Chicago, Rock Island & Pacific Railway Company has made application to this Commission for approval of plans covering the elimination of the interlocking of two cross-overs in the interlocking plant at Sixty-first Street, Chicago, Ill., at which point the tracks of the Chicago, Rock Island & Pacific Railway Company and the Lake Shore & Michigan Southern Railway Company form junctions; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said changes in said interlocking plant be, and the same are hereby authorized; and when same are completed, the said petitioner shall report the same to this Commission for its approval.

By order of the Commission this 14th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman.*

*In re application of the Illinois Central Railroad Company for approval of revised plans covering the reconstruction of an interlocking plant at Tuscola, Illinois*

It appearing to the Commission that the Illinois Central Railroad Company has made application to this Commission for approval of revised plans covering the reconstruction of interlocking plant at Tuscola, Ill., at which point the tracks of the Illinois Central Railroad Company, the Chicago & Eastern Illinois Railroad Company, and the Cincinnati, Hamilton & Dayton Railway Company cross each other at grade; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed by the Commission that said Illinois Central Railroad Company be, and the same is hereby author-

ized to reconstruct said interlocking plant in accordance with said plans; and when said plant is completed, said petitioner shall notify this Commission of that fact, for its approval.

By order of the Commission this 15th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Chicago & Northwestern Railway Company for approval of plans covering changes and additions in the interlocking plant at Canal Junction, Evanston, Illinois*

It appearing to the Commission that the Chicago & Northwestern Railway Company has made application to this Commission for approval of plans covering changes and additions to the interlocking plant at Canal Junction, Evanston, Ill., at which point the tracks of the Chicago & Northwestern Railway Company form junctions with each other; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed that said changes and additions be, and the same are hereby authorized; and when said changes and additions to said interlocking plant are completed, said petitioner shall so notify this Commission for its approval.

By order of the Commission this 20th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

*In re application of the Terminal Railroad Association of St. Louis for approval of plans covering additions to the interlocking plant at Valley Junction, Illinois*

It appearing to the Commission that the Terminal Railroad Association of St. Louis has made application to this Commission for approval of plans covering additions to the interlocking plant at Valley Junction, Ill., at which point the tracks of the Illinois Central Railroad Company, the St. Louis, Belleville & Southern Railroad Company cross a main track operated by the Terminal Railroad Association of St. Louis, and the main track of the latter company also forms a junction with the main track of the St. Louis, Iron Mountain & Southern Railway Company; and the plans having been examined and approved by F. G. Ewald, Consulting Engineer of said Commission, and the Commission being fully advised in the premises.

It is therefore ordered, adjudged and decreed that said additions in said interlocking plant be, and the same are hereby authorized; and when said additions are completed, said petitioner shall notify this Commission for its approval.

By order of the Commission this 20th day of May, 1913, dated at Springfield, Illinois.

[Signed] O. F. BERRY, *Chairman*.

## RULES OF PRACTICE BEFORE THE COMMISSION

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*In Force October First, Nineteen-Ten*

### 1. REGULAR MEETINGS

The regular monthly meeting of the Commission will be held at its office in Springfield, Ill., on Tuesday after the first Monday in each month, beginning at 9:00 A.M. But if the day above designated for such meeting shall at any time fall upon an election day, or legal holiday, then the meeting shall be held upon the day following.

Meetings for receiving, considering and acting upon petitions, applications and other communications, and also for considering and acting upon any business before the Commission, other than contested cases, may be taken up and disposed of at any time that a quorum of the Commission may be present.

### 2. SPECIAL SESSIONS

Special sessions may be held at other times and places, when, in the judgment of the Commission, the public interest requires it.

### 3. MEETINGS IN CHICAGO

The Commission will meet at its office in the city of Chicago, on Thursday after the first Monday in each month for the purpose of auditing the bills of the Grain Department, and for the hearing of such cases as may be, from time to time, set for hearing at Chicago; and on the second Wednesday after the first Monday in the months of January, May and September for the purpose of considering petitions for changes of classification or the classification of new article.

All petitions, applications and suggestions of any character to be acted upon at the regular classification meetings, shall be filed with the secretary of this Commission thirty days prior to the first day of such meeting, and said classification docket shall be printed and mailed to each of the interested parties, as shown by said classification docket, at least ten days prior to the first day of such meeting.

### 4. COMPLAINTS

All complaints must be presented by petition, printed or written (or partly printed or written), setting forth briefly the facts claimed to constitute a violation of the law, and must be signed by the petitioner, or by some officer, agent or corporation making the complaint, who must be a party interested. The name of the carrier or carriers complained against must be stated in full, and the address of the petitioner with the name and address of his attorney or counsellor, if any, must appear upon the petition.

All complaints for claims for overcharge, demurrage, storage or similar charges, against any railroad or other common carrier in this State, shall be filed in the office of this Commission in the city of Chicago.

### 5. PETITION FOR CROSSING OR INTERLOCKER

The petition shall state the name of the petitioner, its location, its business. The full names of all the defendant's roads, or roads interested, the

place it desires to cross said road, the manner in which it desires to cross. If an interlocker, where the same is to be placed, the roads it affects and which are interested, there shall also be filed with such petition a plat properly prepared on *light thin paper* showing the exact location of the road or roads, the place of crossing or interlocking. Two copies of such petition shall be filed for the use of the Commission and one for each defendant road.

All contracts between railroads in relation to crossings, interlocking plants, or any other matters, shall be properly certified to by the proper officers of such railroads or other corporations, under the seal of the corporation, before filing with this Commission.

#### 6. SERVICE OF PETITION

The Commission will cause a copy of the petition, to be served personally or by mail in its discretion, upon each defendant shown by such petition.

#### 7. TIME OF SERVICE

If the petition shall be served upon the defendant ten days before the next regular meeting of the Commission as herein established, the case shall stand for hearing at that meeting, but if such petition shall be served less than ten days before such regular meeting, then such petition shall stand for hearing at the next regular meeting.

#### 8. PLEADINGS AND BRIEFS

All pleadings, briefs and other papers filed in any case shall be printed or typewritten. Four copies of each brief shall be filed with the secretary of the Commission.

#### 9. PRACTICE

Cases shall stand for hearing at such regular meetings in the order of their numbers unless the Commission shall for good cause vary such order; and in the general manner of conducting hearings, producing testimony, etc., the Commission will be governed by the general system of practice which obtains in the Circuit Courts of Illinois, so far as the same is applicable to these proceedings.

#### 10. CITATION BY COMMISSION

In the case of any proceeding begun under the interlocking Act or Acts, by a citation issued by order of the Commission instead of by petition, the secretary shall make such citation returnable at the next regular monthly meeting of the Commission, if the same shall take place ten days or more after the time of issuing such citation; but if such citation shall not be served upon any defendant therein named ten days or more prior to the first day of the next meeting, then such citation shall stand for hearing at the next regular meeting.

#### 11. ANSWERS

Such answers as any defendant may desire to make to any petition, or such return as any company may desire to make to any citation which may be issued, shall be filed in the office of the Commission at Springfield not later than the morning of the day upon which said petition or citation stands for hearing upon the docket in accordance with these rules; and such answers or return shall close the written pleadings in the case.

#### 12. HEARINGS

Upon issue being joined the Commission will assign a time and place for hearing the case; which will be at the office at Springfield; unless otherwise ordered. Witnesses will be examined orally before the Commission, and

their testimony taken down and filed in the case, unless the facts be agreed upon as provided for in these rules. The complainant must in all cases establish the facts alleged to constitute a violation of the law; unless the carrier complained against admits the same. Facts alleged in the answer must also be proved by the carrier unless admitted by the petitioner. In case of failure to answer, the Commission will take such proof of the facts as may be deemed proper and reasonable, and make such order thereon as the circumstances of the case require.

### 13. AMENDMENTS

Amendments to any petition or answer in any proceeding or investigation may be allowed by the Commission in its discretion.

### 14. EXTENSION OF TIME

Extension of time may be granted upon the application of any party to the proceedings in the discretion of the Commission.

### 15. STIPULATIONS

The party to proceed or investigate before the Commission may by stipulation in writing filed with the secretary, agree upon the facts, or any portion thereof involved in the controversy, which stipulation shall be regarded as evidence on the hearing. It is desired that the facts be thus agreed upon whenever practicable.

### 16. WITNESSES AND SUBPOENA

Subpoenas requiring the attendance of witnesses will, upon the application of either party, or upon the order of the Commission, be issued by the secretary, under the seal of the Commission, and such subpoenas, when issued on the application of a party shall be delivered to the party requesting the same. All fees for the service of subpoenas and all witnesses fees shall be paid by the party at whose instance such subpoenas shall be served or such witness called. Subpoenas for the production of books, papers or documents (unless directed to be issued by the Commission upon its own motion) will be issued upon application in writing, and when it is sought to compel witnesses, not parties to the proceedings, to produce such documentary evidence, the application must be sworn to and must specify as nearly as may be the books, papers or documents desired, and that the same are in possession of the witness or under his control; and also by facts stated in said application show that they contain evidence material to the issue. Applications to compel a party to the proceeding to produce books, papers or documents, need only set forth in a general way the books, papers or documents desired to be produced, and that the applicant believes they will be of service in the determination of the case.

### 17. COPIES AND BLANK FORMS

Copies of any petition, complaints, answer or the testimony in any matter or proceeding before the Commission, or of any order, decision or opinion by the Commission will be furnished upon application to the secretary upon such terms as the Commission shall prescribe. Copies of blank forms will be furnished on application by the secretary without any charge.

### 18. MANNER OF CONDUCTING CASES

In all contested cases the petitioner will open and close the case. Each party will be allowed to introduce such evidence as is admissible under the rules of evidence, and each party will be fully heard upon all points in the case by counsel or other representative.

### 19. PRACTICE

The Commission will be governed by the practice which obtains in the Circuit Court of Illinois, so far as the same is applicable.



## 20. QUORUM

Two members of the Commission shall constitute a quorum for the transaction of all business that may come before the Commission, and if no quorum of the Commission to be present on any day named in these rules for any regular meeting of the Commission, and there [are] causes on the docket ready for hearing, the secretary of the Commission shall adjourn such meeting from day to day (noting the same upon the record) until a quorum is present for transaction of business, at which the hearing shall be proceeded with in the same manner as it would had a quorum been present on the day named in the rules of said meeting. When the secretary shall be aware in advance that a quorum will not be present on the day named for regular meeting, he shall, so far as practicable, advise all interested parties by letter or otherwise, of the fact, and also let them know on what day a quorum is expected to be present.

## 21. CORRESPONDENCE

All complaints and petitions or answers of every kind and character in any proceedings before the Commission, or any motion or application in relation thereto, and all letters and telegrams shall be addressed to the *Railroad and Warehouse Commission, Springfield, Illinois*, and may be opened by the secretary and when opened and examined by him shall be assigned and sent to the proper department of such commission.

All communications requiring decision or action of the Commission shall be placed upon the desk of the chairman of the Commission, said mail being assigned in accordance with the detailed rules of the office.

## 22. SUBPOENAS FOR WITNESSES

The secretary of the Commission is hereby empowered, without further specific order, to issue from time to time, under his hand and seal of the Commission, such subpoenas for witnesses in any case arising under either of said acts as any party thereto may request to be issued. Said secretary shall advance no fees for the service of any such subpoenas, but leave the party calling for the same to serve it or procure it to be served as he shall see fit.

## 23. CASES CARRIED TO NEXT REGULAR MEETING

Every case which may for any reason remain on the docket, not finally disposed of at the conclusion of any regular meeting of the Commission, shall stand continued to the next regular meeting, in such case without specific action or instructions by the Commission.

## 24. OVERHEAD CLEARANCES

The clearance for all overhead obstructions, bridges, etc., shall be not less than twenty-two (22) feet from the top of the rail for the lowest point of such overhead obstruction, except in specific cases, where by order of the commissioners, a less clearance may be permitted.

## 25. TRACK CENTERS

In order to give sufficient space for men working in train and yard service, all tracks must be spaced not less than thirteen (13) feet from center of one track to center of the next adjoining track.

## 26. FORM OF PETITION FOR INTERLOCKERS

*To the Railroad and Warehouse Commission of the State of Illinois:*

The.....Rail.....company avers that it owns and operates a certain railroad extending from.....to.....within the State of Illinois; that the main track of said railroad crosses at grade the main track of the.....Rail.....company.....in the county of.....; that petitioner desires to unite with said.....Rail.....company in protecting said crossing with proper devices and appliances, thus securing greater safety to persons and property, and enabling trains to pass said crossing without stopping;

that the public good requires that said crossing be so protected; and petitioner files herewith a plat showing the location of the tracks involved in said crossing; and making said plat a part of this petition.....

.....  
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 .....  
 In consideration of the premises, petitioner prays this Commission to give notice to the said.....Rail.....company, which is made defendant to this petition, and to proceed to view the site of said crossing, and appoint a time and place for a hearing of this petition, and that upon such hearing the Commission will enter an order prescribing a proper device and machinery for the protection of said crossing; and the petitioner further prays that the Commission will fix in such order the proportion of the cost for the construction, maintenance and operation of such device which each of the parties hereto shall pay; and prays generally for such other relief as may be appropriate to the case.

.....  
*Petitioner*

.....  
*Its Solicitor*

## 27. NOTICE OF PETITION FOR INTERLOCKER

Office of the Railroad and Warehouse Commission of the State  
 of Illinois

*To the.....Rail.....Company:*

You are hereby notified that on the.....day of....., 19...., the.....Rail.....company filed in the office of the Railroad and Warehouse Commission of the State of Illinois, a petition praying for the protection, by proper devices and machinery, of a certain grade crossing of the main tracks of your railroad. Said petition will stand for hearing before this Commission at the office in the State House, in the city of Springfield, Illinois, on....., the.....day of....., 19...., at 9:30 o'clock, A.M., at which time and place the said Commission will proceed to try the question whether or not the said crossing shall be protected by interlocking or other devices and in case the said companies are unable to agree to prescribe if the public good is deemed to require it, what kind of device, equipment and machinery shall be put in by the companies concerned, and the proportion of the cost of the construction, maintenance and operation thereof, which each of said companies shall pay; and you can, if you think proper, appear through your proper officers or counsel at the time and place above mentioned and be fully heard by the Commission upon all matters involved in said petition.

The Commission will, if practicable, advise you of the time when the site of said crossing will be viewed, so you may be present if you desire.

Witness: ....., secretary of said Commission, and the seal thereof, at Springfield, Illinois, this.....day of....., A.D. 19....

.....  
*Secretary*

## 28. FORM OF CITATION

Office of the Railroad and Warehouse Commission of the State  
 of Illinois

*To the.....Rail.....Company:*

WHEREAS, Facts have come to the knowledge of the Railroad and Warehouse Commission of the State of Illinois, which give the said Commission

cause to believe that the grade crossing between the main tracks of the .....Rail.....company and the .....Rail.....company, situated.....in the county of....., in the State of Illinois, is probably dangerous to the public and to persons operating the trains across and over the same, and that said crossing probably requires protection by proper device, machinery and appliances.

Therefore, you, the said.....Rail.....company, impleaded herein with the said.....Rail.....company, are hereby notified and cited to come before the said Railroad and Warehouse Commission at.....on the.....day of....., 19....., at the hour of.....o'clock, .....M., then and there to show cause why you should not be required to unite with said.....Rail.....company in providing said crossing with such safety appliances, devices and machinery as may in the judgment of said Commission, after fully hearing, be thought requisite for the proper protection thereof; and said Commission, in case the protection of said crossing is, after hearing, deemed necessary, will also, unless the company agrees thereon, prescribe and order proper devices, machinery and appliances for the protection of said crossing, and also fix the proportion of cost each company concerned shall pay for the construction, maintenance and operation thereof; upon all which matters you will, through your proper officer or counsel, be fully heard at the time and place specified, if you see fit to appear.

Witness: ....., secretary of said Commission, and the seal thereof, at Springfield, Illinois, this.....day of....., A.D. 19....

Secretary

### 29. COMPLAINT AGAINST CARRIER

A. B. }  
vs. } ss.  
The.....Railroad Co }

The petition of the above named complainant respectfully shows:

I. That (here let complainant state his occupation and place of business).

II. That the defendant above named is a common carrier engaged in the transportation of freight and passengers by railroad, and as such common carrier is subject to the laws of the State of Illinois.

III. That (here state concisely the matters complained of).

WHEREAS, The petitioner prays that the defendant may be required to answer the charges herein, and that upon a final hearing hereof the Commission will make such order in the premises as may seem meet.

Dated at....., Illinois, this.....day of....., A.D.....

A. B.  
Complainant's Signature

30

The.....Railroad Co. }  
vs. } ss.  
A. B. }

Answer.

The above named defendant for answers to the complaint in his proceeding respectfully states:

I. That (here follows the usual admissions, denials and averments).

Wherefore, the defendant prays that the complaint be dismissed.

THE.....RAILROAD CO.

By E. F., (Title of Office)

## RULES GOVERNING THE CONSTRUCTION, MAINTENANCE AND OPERATION OF INTERLOCKING PLANTS

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### PRELIMINARY REQUIREMENTS

**SECTION 1. INDICATIONS AND ASPECTS:** (a) As far as practicable, a uniform system of indications and aspects must be used for each operating division. When requested every railroad company operating in this State shall submit plans to the Commission showing the system of indications and aspects in use, or which it proposes to use for fixed signaling for each operating division.

(b) If changes are made by any railroad company in its system of signal indications and aspects on any operating division in this State subsequent to the filing of plans, it shall notify the Commission accordingly.

**SEC. 2. PLANS TO BE SUBMITTED:** (a) Prior to the construction, reconstruction or rehabilitation of any interlocking plant, there shall be filed with the Commission as a basis for approval, the following plans:

(b) A station map or other plat, drawn to scale, showing all tracks, bridges, buildings, water tanks, and other physical surroundings located on the right-of-way of each company.

(c) Profiles showing the grade of each railroad company's main tracks for a distance of not less than two (2) miles in each direction from the crossing or junction.

(d) A track plan in duplicate (and as many more as the roads desire approved) showing the location of all interlocking units, the tower and its general dimensions, and any other appurtenances necessary to show a complete layout of the proposed interlocking plant. When not expedient to locate accurately all physical characteristics by figures, they should be established by scaled distances within the interlocking limits hereinafter specified.

(e) When merely changes and additions are involved, no station maps or profiles need be filed within the track plans except when requested by the Commission.

(f) All plans filed with the Commission under this and other sections must be of light weight paper when in the form of blue prints.

**SEC. 3. SYMBOLS:** In the preparation of plans, the symbols approved by the Railway Signal Association shall be used to indicate switches, derails, signals and other essential parts of the interlocking plant.

**SEC. 4. LIMITS OF INTERLOCKING PLANTS:** The interlocking limits are defined by the home or dwarf signals situate on any specified track and located farthest from the point to be protected. Any appliances operated in conjunction with the interlocking plant, and situate beyond the limits herein designated, are considered as auxiliaries.

**SEC. 5. APPROVAL OF PLANS:** (a) When possible, the railway companies concerned should agree on the plans before submitting them to the Commission.

(b) If the preliminary plans are satisfactory, or if in the judgment of the Commission modifications are necessary, the plans will be approved accordingly. Of the plans so approved, one copy will be retained by the Commission, and the duplicate returned to the petitioning company.

(c) The approval herein described will stand for a period of one year. If the work is not commenced within that period, a new approval must be obtained.

SEC. 6. PHYSICAL CHANGES, RECONSTRUCTION AND REHABILITATION: No interlocking plant shall be reconstructed or rehabilitated, nor shall any change be made in the locking or in the location of any unit, until plans have first been submitted to and approved by the Commission.

SEC. 7. CONDITIONAL SERVICE: (a) Upon the completion of any work on interlocking plants which involves changes in the locking, the units must be connected and adjusted, the plant placed in conditional service for not less than twenty-four (24) hours, and remain so until relieved by order of the Commission.

(b) When minor changes are made in locking under plans previously approved by the Commission, it will not be necessary to place the plant in conditional service prior to the time it is ready for inspection; and in cases when permission is received from the Commission in advance, the plant may be placed in full operation, if the Commission is unable to inspect it within twenty-four (24) hours after it is ready for inspection.

(c) Conditional service is hereby interpreted to mean that all units and other apparatus involved be connected and operated from the interlocking machine in the tower. All trains shall come to a stop at the governing home or dwarf signal regardless of its position and that such signal shall not be operated to give a proceed indication until after the train has made the prescribed stop.

SEC. 8. PETITION FOR INSPECTION: (a) Prior to or accompanying the petition for inspection of completed interlocking plants, the following detailed plans will be required:

(b) A track plan similar to the one referred to in section 2, showing all tracks and interlocking units as actually constructed, the terminal ends of each track to be numbered or lettered for in connection with the manipulation sheet. A locking sheet and dog chart showing the arrangement of locking in the machine as installed; wiring plans showing in detail all circuits used in connection with the plant; a manipulation sheet with or without track diagrams as required by the Commission, showing in tabulated form the numbers of all levers necessary to be manipulated for any given route designated on the track plan.

(c) A suitable framed manipulation chart and track diagram shall be properly placed in the interlocking tower. The terminal ends of each track on this chart shall be numbered or lettered to correspond with the track plans above mentioned.

(d) The petition for inspection of any interlocking plant, when possible, shall give three (3) days' notice in advance of the time when the plant will be ready for inspection. Upon receipt of such notice, the Commission will endeavor to have the plant inspected within three (3) days after receiving such advice. If the Commission is not able to make the inspection within the time specified, it will authorize the railroad company in charge to place the plant in full operation, subject to future inspection.

(e) If upon the inspection of any interlocking plant by the Commission, it is found to be installed in accordance with the approved plans, a temporary permit will be issued to the railroad company in charge, pending the issuance of formal permits.

## REQUISITES OF INSTALLATION

SEC. 9. TYPE OF SIGNALS: (a) Except when approved by the Commission, all interlocking signals must be of the semaphore type. The apparatus connected with the operation of these signals must be so constructed that the failure of any part directly controlling the signal will cause it to display its least favorable indication.

(b) Semaphore arms must display indications to the right of the signal post, except where the physical conditions on a road require the display of signal indications to the left.

SEC. 10. LOCATION OF SIGNALS: (a) All fixed signals must be located either over or upon the right and next to the track over which train movements are governed, except on roads operating trains with the current of traffic to the left, or where physical conditions require placing the signals to the left of the track.

(b) Bracket post signals may be used on roads operating trains over two (2) or more tracks in the same direction, when such practice is uniform for any specified operation division or where local conditions require their use.

SEC. 11. LOCKING OF SIGNALS: The locking between the levers of the interlocking machine must be arranged so that a home or dwarf signal cannot be cleared for any given route unless all switches, derails, movable point frogs and other units in the route are in proper position and locked.

SEC. 12. HOME SIGNALS: (a) When required by the Commission, all home signals must be equipped with not less than two arms. Unless operated by power all home signals in mechanical plants must be pipe connected, except when otherwise approved by the Commission.

(b) When used in connection with automatic train stopping devices, the home signal may be located immediately opposite the means for controlling the apparatus of the train stopping device.

(c) When used in connection with derails and other units the home signal must be located as far in advance of such units as is necessary to secure full protection, but in no case shall it be less than five (5) feet in advance of such units.

(d) When home signals are semi-automatic, or form a part of an automatic block signal system, calling-on-arms or some other means may be used for advancing trains.

(e) All high speed signals located in automatic block signal territory shall be semi-automatic and form a part of the block signal system.

SEC. 13. DWARF SIGNALS: Dwarf signals indicate slow speed movements and may be used to govern train movements on all tracks other than main tracks, except as hereinafter specified, on main tracks to govern train movements against current of traffic, and when approved by the Commission as intervening signals to facilitate switching movements. When used they must be located and connected in the same manner as home signals.

SEC. 14. ADVANCE SIGNALS: Advance signals may be used when necessary, and must be installed in the same manner as home signals.

SEC. 15. DISTANT SIGNALS: (a) On level and ascending grades, distant signals shall be located not less than two thousand five hundred (2,500) feet in advance of their respective home signals. On descending grades the minimum distance of two thousand five hundred (2,500) feet shall be increased at the rate of one hundred (100) feet for each one-tenth (1/10th) of 1 per cent of gradient.

(b) Where conditions justify, the location and character of distant signals or the method of operation may be varied or the signals be omitted, depending upon the conditions surrounding each particular case.

(c) Except as hereinafter provided, all high speed tracks must be equipped with power-operated distant signals having electric locks or other suitable apparatus to prevent changing of the route until such signals have indicated their normal position.

(d) When required by the Commission, distant signals shall be so arranged as automatically to indicate stop when the track between the home and distant signal is occupied, or when any intervening switch is not in its normal position.

SEC. 16. SWITCHES: All switches, derails, movable point frogs and other units within the interlocking limits hereinbefore defined, must be incorporated in the plant.

SEC. 17. DERAILS ON STEAM ROADS: (a) *Main Tracks*.—On level grades facing derails must be located not less than five hundred (500) feet from a drawbridge or the fouling point of a crossing or junction. On descending grades facing derails must be located to give practically the same measure of protection as for level grades, and the minimum distance of five hundred (500) feet must be increased at the rate of ten (10) feet for each one-tenth (1/10th) of 1 per cent gradient. On ascending grades the minimum distance of five hundred (500) feet may be reduced at the rate of ten (10) feet for

each one-tenth of 1 per cent gradient; but in no case shall such derails be located less than four hundred (400) feet from a drawbridge or the fouling point of a crossing or junction.

(b) *Pocket Derails*.—Where such are used, they shall be located so as to derail the first pair of wheels on the ties at a point not less than fifty (50) feet from the fouling point of a crossing or junction.

(c) *Backup Derails*.—These shall be placed not less than two hundred fifty (250) feet from a drawbridge or the fouling point of a crossing or junction.

(d) *Secondary Tracks*.—All tracks other than main tracks shall be termed secondary tracks. On such tracks derails shall be placed not less than two hundred (200) feet from a drawbridge or from the fouling point of a crossing; and not less than fifty (50) feet from the fouling point of a junction.

(e) The fouling point is where two trains moving toward a common center would come in contact.

(f) Where condition justify, the location of derails may be varied or they may be omitted, when approved by the Commission.

SEC. 18. **DERAILS ON ELECTRIC ROADS:** The location of derails on electric roads shall be determined in the same manner as for steam roads. In placing derails in the tracks of such roads, consideration will be given to speed and character of traffic.

SEC. 19. **TYPE OF DERAILS:** Derails must be of an approved pattern, suitable for the purposes intended, and so placed with reference to curvature, bridges and other tracks as to secure a maximum of efficiency and safety.

SEC. 20. **GUARD RAILS:** Where physical conditions require their use, guard rails shall be installed in connection with derails. When used, they shall be placed between the track rails, parallel to and not less than ten (10) inches distant in the clear therefrom, and must be of sufficient height, length and strength, and be properly secured to the track ties.

SEC. 21. **AUTOMATIC TRAIN CONTROL:** Automatic train stopping devices which are a part of a system of automatic train control approved by the Commission, may be used in lieu of derails. In such devices, the means for automatically applying the train brakes shall be located a sufficient distance in advance of the fouling point as to insure a safe breaking distance.

SEC. 22. **LOCKS:** (a) In mechanical plants all facing switches, split point derails in main tracks and all slip switches and movable point frogs, must be locked with facing point locks. All other derails, switches and other units must be locked, either with facing point locks or with switch and lock movements.

(b) In plants equipped with mechanical signals, all derails must be provided with bolt locks; also all switches, movable point frogs and other units, where conditions require them.

(c) In power plants, the arrangements must be such that the signals operating in connection with derails, facing point switches and other units cannot be operated unless these units are in proper position.

SEC. 23. **DETECTOR BARS:** (a) Unless otherwise provided, all derails, switches, movable point frogs and other units shall be equipped with detector bars of approved design not less than fifty-three (53) feet in length, or longer if required.

(b) Except as hereinafter provided, all crossings shall be equipped with detector bars of suitable length, so interlocked as to insure a clear crossing before an opposing route can be set up or a proceed signal given.

(c) Crossing detector bars will not be required where electric locking is installed; nor at outlying crossings of simple character where no switching is performed, when the plant is equipped with time locks.

SEC. 24. **TIME LOCKS:** Unless equipped with electric locking, time locks must be installed to prevent the changing of high speed routes, until after the home signal has displayed the stop indication a predetermined time.

**SEC. 25. ELECTRIC LOCKING:** Electric locking may be provided in place of time locks and crossing bars. When used, the circuits must be arranged so as to prevent the changing of a route until the train has passed through the interlocking limits or through a predetermined part of the plant.

**SEC. 26. DETECTOR CIRCUITS:** When a railway company is equipped with sufficient maintenance forces for properly maintaining electric detector circuits, such circuits may be used in place of mechanical detector bars.

**SEC. 27. MACHINES:** (a) All mechanical interlocking machines shall be equipped with locking of the preliminary type.

(b) All power interlocking machines shall have the locking so arranged as to be effective before the operating conditions of any circuit directly controlling a unit can be changed. Suitable indicating and locking apparatus shall be provided to prevent the placing of a lever in complete normal or reverse position until the unit controlled has completed the intended operation, except that signals shall indicate the normal position only.

**SEC. 28. LOCKING OF LEVERS:** (a) The locking must be so arranged that conflicting routes cannot be given at any stage in the setting up of a route, nor a proceed indication given until all switches, derails, movable point frogs, facing point locks and other units in the route affected are in proper position.

(b) When a separate lever is used to operate distant signals the locking between the home and distant signals shall be so arranged as to prevent the distant signals from giving the proceed indication until the home signals operating in connection with such distant signals are in the proceed position.

**SEC. 29. LOCKS AND SEALS:** (a) All interlocking machines must, when practicable, be provided with means for locking or sealing the mechanical locking and indication apparatus in such a manner as to prevent access to any except authorized employees.

(b) All power interlocking cabinets, time locks, time releases, emergency switches, indicator and relay cases must be provided with suitable covers and fastenings and be properly sealed or locked, and must not be opened by any but authorized employees.

**SEC. 30. CROSS PROTECTIONS:** (a) As far as practicable, cross protection apparatus must be provided in connection with electric interlocking plants to prevent the operation of any unit by cross or grounds.

(b) Low voltage circuits, as far as practicable, must be designed to prevent the operation of apparatus by cross or grounds.

**SEC. 31. ANNUNCIATORS:** When operating conditions require annunciators, they shall be installed.

**SEC. 32. SIGNAL TOWERS:** (a) Signal towers shall be so placed and be of such height and size as to best serve the purpose for which they are intended.

(b) The use of interlocking towers for purposes other than interlocking, dispatching and block work is undesirable.

(c) If work other than interlocking is carried on in the tower, a suitable partition or railing must be provided to prevent outsiders from having access to interlocking apparatus, and interfering with the duties of the operator or towerman.

**SEC. 33. TOWER LIGHTS:** The tower lights must be screened off so that they cannot be mistaken for signals exhibited to control train movements.

**SEC. 34. MATERIAL AND WORKMANSHIPS:** Materials and workmanship must be first-class throughout. When complete, the interlocking plant must be in every way suitable and sufficient for the purposes intended.

## MAINTENANCE AND OPERATION

**SEC. 35. MAINTENANCE AND OPERATION:** (a) Interlocking plants must at all times be properly maintained and efficiently operated. Any rules or regulations that the railway companies may have adopted for the guidance of employees in operating and maintaining interlocking plants must be appropriately framed and conveniently placed in interlocking towers.



(b) When an interlocking plant is taken out of service the Commission must be notified immediately. Under such circumstances train movements must not be governed by interlocking signals but by the usual precautions prescribed by statute governing train movements over and across railroad grade crossings, junctions and drawbridges.

SEC. 36. INTERLOCKING REPORTS: Reports for each interlocking plant shall be filed with the Commission by each railroad company concerned, which reports must be filed in manner and form prescribed by the Commission.

These rules to become effective December 1, 1913.

## RULES FOR INSPECTION OF SAFETY APPLIANCES WITH CLASSIFICATION OF DEFECTS TO BE REPORTED

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### RULE 1

Previous to examining equipment, inspector shall make himself known to the foreman or other official of the mechanical department, or in the absence of that officer, to the agent or other employees next in authority. In all cases have name and title of such officer or employee included in report of inspection. Whenever practicable, the official found in charge should be invited to accompany or send a representative with the inspector, and the person so accompanying the inspector should have his attention drawn to all defects likely to endanger life or limb.

### RULE 2

Report location of all curves in yards and sidings on which M. C. B. coupler will not couple or remain coupled, the practice generally followed where such curves exist, and whether any special device is employed.

### RULE 3

SECTION 1. Secure information, when practicable, in reference to practice of handling brakes on descending grades. Ascertain whether hand brakes are used and to what extent.

SEC. 2. Ascertain what inspection is given to air-brake cars leaving terminals, and whether engineers are informed of exact number of air-brake cars with effective brakes.

SEC. 3. Observe closely whether air-brake defect cards are attached or not. These cards are of two kinds: One designates that the car must not be placed between air-brake cars at all, on account of certain defects; the other signifies that the car may be used between air-brake cars as a means of continuing the connection, but that the brake on that particular car is inoperative.

These cards indicate defects which should be repaired promptly; report if this is done.

SECTION 1. Special attention should be given to grab irons on roofs of cars and when reporting loose grab irons, state whether secured with lag screws or bolts and to a substantial part of car frame.

SEC. 2. As loose hand-holds and grab irons may originate in car shops, observe closely new cars and those lately out of shop. Report all defects found in running boards and ladders.

SEC. 3. Report as to results of the use of pivotal couplers on locomotives assigned to switching.

SEC. 4. Note to what extent men have to go between cars to couple them during the make-up of trains. Also to what extent men step in to open or close knuckles by hand. This should be ascertained by careful observation.

SEC. 5. State fully all particulars of any other than the M. C. B. type of coupler found on coaches or cars of all kinds.

SEC. 6. Note on report of defective cars whether your inspection was made prior to inspection of railway company's inspector and, if possible, show disposition of cars found defective.

## DEFECTIVE COUPLERS AND PARTS

1. Coupler body broken.
2. Knuckle broken.
3. Knuckle pin broken.
4. Lock block broken.
5. Lock block bent. (See footnote A.)
6. Lock block wrong. (See footnote A.)
7. Knuckle pin wrong. (See footnote A.)
8. Lock block worn. (See footnote B.)
- 9a. Coupler worn. (As per M. C. B. limit gauge.) (See footnote B.)
- 9b. Knuckle worn. (As per M. C. B. limit gauge. (See footnote B.)
10. Guard arm short.
- 11a. Knuckle missing.
- 11b. Lock block missing.
- 11c. Knuckle pin missing.
- 11d. Lock block key missing.
- 11e. Lock block trigger missing.
- 11f. Lock set missing.
12. Lock block inoperative.
13. Knuckle pin bent.
14. Lock link broken.
15. ....
16. ....
17. ....
18. ....
19. ....
20. ....

## FOOTNOTES

- A. Nos. 5, 6 and 7 are defects only when interfering with safe operation.  
 B. Nos. 8, 9a and 9b are defects only when worn sufficiently to destroy contour line by allowing lost motion to approach the danger point as shown by M. C. B. limit gauge.

## DEFECTS TO UNCOUPLING MECHANISM

21. Uncoupling lever broken.
22. Uncoupling chain broken.
23. End lock, or casting, broken.
- 23x. End lock, or casting, incorrectly applied.
24. Keeper broken.
- 24x. Keeper incorrectly applied.
25. Uncoupling lever bent. (See footnote A.)
26. Uncoupling chain too short.
27. Uncoupling chain too long.
28. End lock, or casting, loose. (See footnote B.)
29. Keeper loose. (See footnote B.)
30. End lock, or casting, wrong. (See footnote C.)
31. Keeper wrong. (See footnote C.)
- 32a. Uncoupling lever incorrectly applied. (See footnote D.)
- 32b. Uncoupling lever wrong. (See footnote E.)
- 33a. Uncoupling lever missing.
- 33b. End lock, or casting, missing.
- 33c. Keeper missing.
- 33d. Uncoupling chain missing.
- 33e. ....
- 33f. ....
- 33g. ....
- 33h. Lock link missing.
- 33i. ....
- 33j. ....

33k.	.....
33l.	.....
34.	Uncoupling chain kinked.
35.	End lock, or casting, bent.
36.	Keeper bent.
37.	.....
38.	.....
39.	Angle clip loose.
40.	.....

## FOOTNOTES

A. No. 25 is a defect when interfering with proper operation of uncoupling lever, or when making it difficult to operate.

B. Nos. 28 and 29 are defects when the proper operation of the uncoupling mechanism is interfered with.

C. Nos. 30 and 31 are defects when interfering with proper operation of an uncoupling lever in connection with the coupler for which it was designed.

D. No. 32a. Under this head report all uncoupling levers which are too close to car or parts of car. Give details.

E. No. 32b. Under this head report all uncoupling levers which are too long or too short. Give details.

## DEFECTS VISIBLE PARTS OF AIR BRAKES

41. Triple-valve casting defective.
42. Reservoir casting defective.
43. Cylinder casting defective.
44. Cut-out cock defective. (Give particulars.)
- 45a. Release cock defective.
- 45b. Release rod broken.
46. Angle cock defective.
- 47a. Train pipe broken.
- 47b. Train pipe loose.
48. Cross-over pipe defective.
49. Air hose defective.
50. Air hose gasket defective.
51. Power-brake rigging parts defective. (Specify part.)
52. Retaining valve defective. (Give particulars.)
53. Retaining pipe defective. (Give particulars.)
- 54a. Pump missing.
- 54b. Driving-wheel brake missing.
- 54c. Triple valve missing.
- 54d. Train pipe bracket missing.
- 54e. Cut-out cock handle missing.
- 54f. Hose missing.
- 54g. Hose gasket missing.
- 54h. Angle cock missing.
- 54i. Angle cock handle missing.
- 54k. Retaining pipe missing.
- 54l. Retaining valve missing.
- 54m. Release cock missing.
- 54n. Release rod missing.
55. Air-brake cut-out. (When possible give reason.) (See footnote A.)
56. Cylinder or triple valve not cleaned within 12 months. (Give date of last cleaning, or, if no date is stenciled on cylinder or triple valve, use words "no date.")
57. Power driving-wheel brake, locomotive not equipped with.
58. Power train brakes, locomotive not equipped with appliances for operating.
59. Air brake defect card 30 days old. (See footnote A.)

60.	.....
61.	.....
62.	.....
63.	.....
64.	.....
65.	Cylinder loose.
66.	Reservoir loose.
67.	.....
68.	.....
69.	.....
70.	Air-hose coupling defective.
71.	.....
72.	.....
73.	.....
74.	.....
75.	.....
76.	.....
77.	.....
78.	.....
79.	.....
80.	.....

## FOOTNOTE

A. No. 55. Car with air-brake defect card applied should not be reported unless card is 30 days old. Give date and point of application of old cards.

## DEFECTS TO HAND-HOLDS

81.	Hand-hold missing.
82.	Hand-hold incorrectly applied. (See footnote A.)
83.	Hand-hold bent.
84.	Hand-hold broken.
85.	Hand-hold loose.
86.	.....
87.	.....
88.	.....
89.	.....
90.	.....

## FOOTNOTE

A. Application of hand-holds and grab-irons should be governed by recommended practice of the M. C. B. Association.

A standard location for these parts is essential for safe operation at all times, and especially at night.

## DEFECTS IN HEIGHT OF COUPLERS

91.	Coupler too high; empty car. (See footnote A.)
92.	Coupler too low; empty car. (See footnote A.)
93.	Coupler too low; loaded car. (See footnote A.)
94.	Coupler too high; loaded car. (See footnote A.)
95.	Carrier iron loose.

## FOOTNOTE

A. On standard-gauge roads the maximum height is  $34\frac{1}{2}$  inches measured from level of tops of rails to the center of the coupler body or corresponding line in coupler head. Greatest variation allowed from such standard height between couplers of empty and loaded cars is three inches.

On narrow-gauge roads the maximum height is 26 inches; extreme variation allowed between couplers of empty and loaded cars is three inches.

Inspectors must exercise judgment in determining defects of this class. See that car is standing on an approximately level track before measurements are taken.

Minimum height for loaded or empty cars, standard gauge, is  $31\frac{1}{2}$  inches. An empty car having a coupler  $31\frac{1}{2}$  inches high is defective because when loaded it must fall below the minimum of  $31\frac{1}{2}$  inches.

## DEFECTS TO STEPS

96.	Sill step bent.	
97.	Sill step loose.	
98.	Sill step broken.	
99.	Sill step missing.	
100.	Sill step incorrectly applied.	
101.	.....	
102.	.....	
103.	.....	
104.	.....	
105.	.....	
106.	.....	
107.	.....	
108.	.....	
109.	.....	

## DEFECTS TO LADDERS

110.	Ladder round bent.	
111.	Ladder round broken.	
112.	Ladder round loose.	
113.	Ladder round missing.	
114.	Ladder incorrectly applied. (See footnote A.)	
	(A. NOTE.—No. 114. State in what way incorrect.)	
115.	Ladder loose.	
116.	.....	
117.	.....	
118.	.....	

## DEFECTS TO ROOF HAND-HOLDS

119.	Roof hand-hold bent.	
120.	Roof hand-hold incorrectly applied.	
121.	Roof hand-hold loose.	
122.	Roof hand-hold missing.	
123.	Roof hand-hold broken.	
124.	Top hand-hold incorrectly applied.	
125.	Top hand-hold loose.	
126.	Top hand-hold missing.	
127.	Top hand-hold broken.	

# **RULES GOVERNING THE CONSTRUCTION OF TROLLEY CONTACT WIRES, TELEPHONE, TELEGRAPH AND SIGNAL CIRCUITS, ELECTRIC LIGHT AND POWER LINES CROSSING THE TRACKS AND CONDUCTORS LOCATED ON THE RIGHT-OF-WAY OF RAILROAD COMPANIES**

## **UNDER CROSSINGS**

### **CONDUCTORS**

SECTION 1. (a) *Through Embankments and Cuts.*—In crossing under the tracks of any railroad company located on embankments or in cuts, the manner of crossing preferably should be by means of a conduit, the top of which is located not less than 3 feet 6 inches below the base of rail, and surrounded by six inches of concrete. Other means of crossing without the use of conduits will be considered when it is satisfactorily demonstrated as to insulation and durability.

(b) *Crossing Under Structures.*—Wire or cable conductors crossing underneath the tracks of any railroad company when attached to supports suspended from structures, must have the same amount of clearance provided for in section 5, depending upon the voltage carried. So far as practicable each conductor must be thoroughly insulated at the point of support, and the character of construction must be such as to meet all practical and reasonable demands.

## **OVERHEAD CROSSINGS**

### **TROLLEY CONTACT WIRES**

SECTION 2. (a) *Minimum Clearances.*—The minimum vertical clearances of trolley contact wires crossing over tracks shall not be less than 22 feet.

(b) *Length of Spans.*—In the span type of construction spans greater than 100 feet in length should be avoided where possible. Spans of the catenary or bracket type of construction should not exceed 140 feet in length. In each case the poles supporting the trolley contact wires must be of substantial character.

Where the catenary type of construction is in use, the messenger wire supports shall not be more than 15 feet apart.

(c) *Guys.*—In either form of construction each pole supporting trolley contact wires must be guyed in each direction from the tracks forming the crossing; in addition to this each trolley wire or each set of trolley wires must be equipped with horizontal strain guys, one end of each strain guy to be attached to the trolley contact wire and the remote end of each guy line to be attached to anchor poles located on either side of the electric line. Each anchor pole shall be guyed in two directions to overcome the resultant produced by the strain guy line.

(d) *Strain Insulators.*—Strain insulators will be allowed on lines carrying less than 5,000 volts, but when not so equipped, the guys must be thoroughly grounded to permanently damp earth.

Strain insulators must not be used in guys on lines carrying more than 5,000 volts. The guys on lines carrying more than 5,000 volts must be thoroughly grounded to permanently damp earth.

(e) *Trolley Guards*.—Unless the tracks forming the grade crossing are interlocked, each trolley contact wire shall be equipped with a trolley guard of an approved pattern. The remote ends of each trolley guard shall be located at respective points on either side of the crossing, a distance equivalent to the length of the longest trolley car operated, plus 15 feet measured from the nearest rail on either side of the crossing. The poles supporting the trolley guard must be installed and equipped in the same manner provided for poles supporting trolley contact wires.

#### TELEPHONE, TELEGRAPH AND SIGNAL CIRCUITS

SECTION 3. (a) *Clearances*.—The minimum vertical clearance of all telephone, telegraph and signal circuits carrying not to exceed 550 volts, crossing over tracks and conductors located on the right-of-way of railroad companies shall not be less than the following:

Railroad tracks.....	25 feet
Telephone, telegraph and signal circuits when all wires forming such crossing are insulated.....	2 feet
Telephone, telegraph and signal circuits when one or more wires forming such crossing are not insulated.....	4 feet
Low tension lines carrying less than 5,000 volts.....	5 feet

(b) *Crossing High Tension Lines*.—Except in special cases, no telephone, telegraph or signal circuits will be permitted to cross over high tension lines.

In case of crossing the right-of-way of a railroad company on which is installed a low tension line and a high tension line, the plan for crossing with the telephone, telegraph and signal circuits must provide for raising the high tension line a sufficient distance to permit of crossing underneath it with a minimum vertical clearance of not less than 8 feet, and over the low tension line with a minimum vertical clearance of not less than 5 feet.

(c) *Location of Poles*.—Preferably, supporting poles of telephone, telegraph and signal circuits should be located outside of the right-of-way of the railroad company.

(d) *Clearance of Poles*.—When it is necessary to locate supporting poles on the right-of-way of the railroad company, they should not be less than 8 feet from nearest rail of any track, except in the case of team tracks where a sufficient distance must be left for a driveway.

(e) *Length of Spans*.—When it is practicable the crossing span should not exceed 125 feet in length, but in no case shall it exceed 175 feet. When the length of crossing span exceeds 125 feet, the adjoining spans should not exceed 110 feet.

(f) *Guy*s.—Poles supporting the crossing span must be braced or guyed. When guyed the supporting poles must be side-guyed in both directions, if practicable, and be head-guyed away from the crossing.

(g) *Cross Arms*.—Double cross arms shall be used on all poles supporting the crossing spans and shall be so attached as to be maintained at right angles to the poles. Braces must be attached to at least one of each pair of double cross arms.

(h) *Insulators*.—Each insulator shall be of such pattern and design that when mounted it will withstand without injury, or without being pulled off the pin, the maximum stress to which it will be subjected with conductor attached, under the most unfavorable conditions of temperature and loading.

(i) *Wire*.—No joint or splice shall be permitted in any of the crossing spans. The line wires in the crossing span and in the next adjoining span on each side thereof, shall be of galvanized iron, hard drawn copper, or of copper covered steel of specifications of reasonable requirements. Iron wire shall not be used where the exposure to corrosive influences is materially



greater than that resulting from the action of the natural elements. The minimum size of wire which may be used at any crossing shall be as given in the following table:

Length of crossing span	Galvanized iron wire	Hard drawn copper wire
150 feet or less.....	No. 10 B. W. G.....	No. 10 B. & S.....
151 feet to 175 feet.....	No. 8 B. W. G.....	No. 9 B. & S.....

Twisted pair wire, when not supported by messenger wire, shall be of hard drawn tinned copper, not smaller than No. 114 B. & S. gauge, or of tinned copper covered steel of specifications of reasonable requirements, not smaller than No. 17 B. & S. gauge. In no case shall twisted pair wire be used in spans longer than 100 feet without a messenger wire support.

Each wire shall be attached to each insulator of its pair upon the double arm. The minimum sag of wires in crossing spans shall correspond to the span length and the temperature at which it is strung, as specified in the following table.

Length of span	100° F.	80° F.	60° F.	40° F.	20° F.	0° F.	—20° F.
	<i>Inches</i>	<i>Inches</i>	<i>Inches</i>	<i>Inches</i>	<i>Inches</i>	<i>Inches</i>	<i>Inches</i>
75 feet.....	4½	3	2½	2	2	1½	1
100 feet.....	7	5½	4½	4	3	2½	2
115 feet.....	9	7	5½	4½	3½	3	2½
125 feet.....	11	8½	7	6	5	4	3½
150 feet.....	14	11½	9	7½	6½	5½	5
175 feet.....	18	15	12	10	9	7½	6½

(j) *Cables*.—Galvanized steel stranded cable having a breaking strength of not less than 6,000 pounds shall be used to support conductor cable of fifty pairs of No. 19 B. & S. gauge copper wire or its equivalent and smaller, if not less than 10,000 pounds breaking strength for pairs in excess thereof up to 100 pairs No. 19 B. & S. gauge copper wire or its equivalent, and not less than 16,000 pounds breaking strength for larger sizes. Cables shall be suspended with minimum sag as follows:

Span in feet	Minimum Sag in inches
80 or less.....	16
90 .....	20
100 .....	22
110 .....	26
120 .....	30
130 .....	34
140 .....	40
150 .....	44
175 .....	62

(k) *Wire Loads*.—Each aerial telegraph, telephone or signal wire shall be counted as one wire without regard to size or kind up to, and including No. 8 B. W. G. Wires of larger size shall be considered as the number of No. 8 B. W. G. copper wires to which they are equivalent in weight. The number of aerial wires equivalent to a cable shall be determined by multiplying the circumference of the cable in inches by 3.

Each twisted pair shall be considered as one wire and each messenger wire supporting twisted pair wiring shall be considered as one wire. Not more than two messenger wires shall be attached to either pole of the crossing span.

(l) *Character of Construction*.—All material used in the construction of crossing spans must be of substantial character and installed in accordance with the best practice.

## LOW TENSION LINES

SECTION 4. (a) *Clearances*.—The minimum vertical clearances of all low tension lines carrying under 5,000 volts, crossing over tracks and conductors located on the right-of-way of railroad companies, shall not be less than the following:

Railroad tracks.....	30 feet
Telephone, telegraph and signal circuits.....	5 feet
Trolley contact wires.....	8 feet
Low tension lines carrying less than 5,000 volts.....	5 feet
High tension lines carrying 5,000 volts and over.....	8 feet

(b) *Requirements*.—In so far as these may be applicable, the requirements specified for high tension lines will govern.

## HIGH TENSION LINES

SECTION 5. (a) *Clearances*.—The minimum vertical clearances of all high tension lines carrying 5,000 volts and over, crossing over tracks and conductors located on the right-of-way of railroad companies, shall not be less than the following:

Railroad tracks.....	30 feet
Telephone, telegraph and signal circuits.....	8 feet
Trolley contact wires.....	8 feet
Low tension lines carrying less than 5,000 volts.....	8 feet
High tension lines carrying 5,000 volts and over.....	8 feet

(b) *Location of Poles*.—Preferably, supporting poles or towers of high tension lines should be located outside of the right-of-way of the railroad company. So far as it is practical to do so, the poles or towers supporting the crossing span and the adjoining span on each side shall be in a straight line.

(c) *Clearance of Poles or Towers*.—When it is necessary to locate supporting poles or towers on the right-of-way of the railroad company, they should not be less than 12 feet from nearest rail of any main track and 8 feet from nearest rail of any side track, except in the case of team tracks where a sufficient distance must be left for a driveway.

(d) *Length of Spans*.—Unusually long crossing spans must be avoided wherever practicable. Except in special cases all high tension lines must cross over lines carrying less voltage.

(e) *Guys*.—Wooden poles supporting the crossing span shall be side-guyed in both directions, if practicable, and be head-guyed away from the crossing span. The next adjoining poles shall be head-guyed in both directions. Braces may be used instead of guys.

Strain insulators must not be used in guys on lines carrying more than less than 5,000 volts, but when not so equipped, the guys must be thoroughly grounded to permanent damp earth.

Strain insulators must not be used in guys on lines carrying more than 5,000 volts. The guys on lines carrying more than 5,000 volts must be thoroughly grounded to permanently damp earth.

(g) *Grounding*.—For voltage over 5,000 volts, wooden crossarms, if used, shall be provided with a grounded metallic plate on top of the arm, which shall be not less than one-eighth inch in thickness and which shall have a sectional area and conductivity not less than that of the line conductor. Metal pins shall be electrically connected to this ground. Metal poles and metal arms on wooden poles shall be grounded.

The electrical conductivity of the ground conductor shall be adjusted to the short-circuit current capacity of the system and shall be not less than that of a No. 4 B. & S. gauge copper wire.

(h) *Conductors*.—The separation of conductors carrying alternating current, supported by pin insulators for spans not exceeding 150 feet shall be not less than:

Line voltage	Separation— inches
Not exceeding 6,600 volts.....	14½
Exceeding 6,600 but not exceeding 14,000.....	24
Exceeding 14,000 but not exceeding 27,000.....	30
Exceeding 27,000 but not exceeding 35,000.....	36
Exceeding 35,000 but not exceeding 47,000.....	45
Exceeding 47,000 but not exceeding 70,000.....	60

For spans exceeding 150 feet the pin spacing should be increased, depending upon the length of the span and the sag of the conductors, but this requirement does not apply to wires of the same phase of polarity between which there is no difference of potential.

With constant potential, direct-current circuits, not exceeding 750 volts, the minimum spacing shall be 10 inches.

When supported by insulators of the disc or suspension type, the crossing span and the next adjoining spans shall be dead ended at the poles or towers, supporting the crossing span so that at these poles or towers, the insulators shall be used as strain insulators.

The clearance in any direction between the conductors nearest the pole or tower, and the pole or tower shall not be less than:

Line voltage	Clearances— inches
Not exceeding 14,000 volts.....	9
Exceeding 14,000 but not exceeding 27,000.....	15
Exceeding 27,000 but not exceeding 35,000.....	18
Exceeding 35,000 but not exceeding 47,000.....	21
Exceeding 47,000 but not exceeding 70,000.....	24

No form of conductor shall be spliced in the crossing span nor in the adjoining span on either side. The normal mechanical tension in the conductors generally shall be the same in the crossing span and in the adjoining span on each side, and the difference in length of the crossing and adjoining spans generally, shall not be more than 50 per cent of the length of the crossing span.

The method of supporting the conductors at the poles or towers, shall be such as to hold the wires under maximum loading to the supporting structures in case of shattered insulators or wires broken or burned at an insulator, without allowing an amount of slip which would materially reduce the clearance specified in paragraph "A" of section No. 5.

(i) *Temperature*.—In the computation of stresses and clearances, and in erection, provision shall be made for a variation in temperature from 20 degrees Fahrenheit to plus 120 degrees Fahrenheit. A suitable modification in the temperature requirements shall be made for territory in which the above limits would not fairly represent the extreme range of temperature.

(j) *Loads*.—The conductors shall be considered as uniformly loaded throughout their length, with a load equal to the resultant of the dead load plus the weight of a layer of ice  $\frac{1}{2}$  inch in thickness, and a wind pressure of 8.0 pounds per square foot on the ice-covered diameter, at a temperature of 0 degrees Fahrenheit. The weight of ice shall be assumed as 57 pounds per cubic foot (0.033 pounds per cubic inch).

Insulators, pins and conductor attachments shall be designed to withstand, with the designated factor of safety, the tension in the conductors under the maximum loading.

The poles or towers shall be designed to withstand, with the designated factor of safety, the combined stresses from their own weight, the wind pressure on the pole or tower, and the above wire loading on the crossing span and the next adjoining span on each side. The wind pressure on the poles or towers, shall be assumed at 13 pounds per square foot on the pro-

tected area of solid or closed structures and on  $1\frac{1}{2}$  times the projected area of latticed structures.

The poles or towers shall also be designed to withstand the loads specified in above paragraph combined with the unbalanced tension of:

Two broken wires for poles or towers carrying 5 wires or less.

Three broken wires for poles or towers carrying 6 to 10 wires.

Four broken wires for poles or towers carrying 11 or more wires.

Crossarms shall be designed to withstand the loading specified for poles or towers combined with the unbalanced tension of one wire broken at the pin farthest from the pole.

The poles or towers may be permitted a reasonable amount of deflection under the specified loading: *Provided*, that such deflection does not reduce the clearances specified for aerial crossings over existing wires, more than 25 per cent or produce stresses in excess of those specified in paragraph under "1."

(k) *Factors of Safety*.—The ultimate unit stress divided by the allowable unit stress shall be not less than the following:

Wires and cables .....	2
Pins .....	2
Insulators, conductor attachments, guys .....	3
Wooden poles and crossarms .....	6
Structural steel .....	3
Reinforced concrete poles and crossarms .....	4
Foundations .....	2

Insulators for line voltage of less than 9,000 shall not flash over at four times the normal working voltage, under a precipitation of water of one-fifth of an inch per minute, at an inclination of 45 degrees to the axis of the insulator.

Each separate part of a built-up insulator for line voltages over 9,000 shall be subject to the dry flash-over test of that part for five consecutive minutes.

Each assembled and cemented insulator shall be subjected to its dry flash-over test for five consecutive minutes.

The dry flash-over test shall be not less than:

Line voltage	Test voltage
Exceeding 9,000 but not exceeding 14,000 .....	65,000
Exceeding 14,000 but not exceeding 27,000 .....	100,000
Exceeding 27,000 but not exceeding 35,000 .....	125,000
Exceeding 35,000 but not exceeding 47,000 .....	150,000
Exceeding 47,000 but not exceeding 60,000 .....	180,000
Exceeding 60,000 .....	*

\* Three times line voltage.

Each insulator shall further be so designed that, with excessive potential, failure will first occur by flash-over and not by puncture.

Each assembled insulator shall be subjected to a wet flash-over test, under a precipitation of water of one-fifth of an inch per minute, at an inclination of 45 degrees to the axis of the insulator.

The wet flash-over test shall be not less than:

Line voltage	Test voltage
Exceeding 9,000 but not exceeding 14,000 .....	40,000
Exceeding 14,000 but not exceeding 27,000 .....	60,000
Exceeding 27,000 but not exceeding 35,000 .....	80,000
Exceeding 35,000 but not exceeding 47,000 .....	100,000
Exceeding 47,000 but not exceeding 60,000 .....	120,000
Exceeding 60,000 .....	*

\* Twice the line voltage.

Test voltages above 35,000 volts shall be determined by the A. I. E. E. Standard Spark-Gap Method.

Test voltages below 35,000 volts shall be determined by transformer ratio.

(1) *Working Unit Stresses*.—Obtained by dividing the ultimate breaking strength by the factors given under paragraph "k."

	Lbs. per sq. in.
Structural steel—	
Tension (net section).....	18,000
Shear.....	14,000
Compression.....	18,000—60- r
Rivets, pins—	
Shear.....	10,000
Bearing.....	20,000
Bending.....	20,000
Bolts—	
Shear.....	8,500
Bearing.....	17,000
Bending.....	17,000
Wires and cables—	
Copper, hard-drawn, solid, B. & S. gauge, 4/0, 3/0, 2/0.....	25,000
Copper, hard-drawn, solid, B. & S. gauge, 1/0.....	27,500
Copper, hard-drawn, solid, B. & S. gauge, No. 1.....	28,500
Copper, hard-drawn, solid, B. & S. gauge, No. 2, 4, 6.....	30,000
Copper, soft-drawn, solid, B. & S. gauge.....	17,000
Copper, hard-drawn, stranded.....	30,000
Copper, soft-drawn, stranded.....	17,000
Aluminum, hard-drawn, stranded, B. & S. gauge under 4/0.....	12,000
Aluminum, hard-drawn, stranded, B. & S. gauge 4/0 and over.....	11,500

Untreated timber	Bending— lbs. per sq. in.	Compression lbs. per sq. in. $\left( \frac{L}{60D} \right)$
Eastern white cedar.....	600	600
Chestnut.....	850	850
Washington cedar.....	850	850
Idaho cedar.....	850	850
Port Orford cedar.....	1,150	1,150
Long-leaf yellow pine.....	1,100	1,100
Short-leaf yellow pine.....	950	950
Douglas fir.....	1,000	1,000
White oak.....	950	950
Red cedar.....	700	700
Bald cypress (heartwood).....	800	800
Redwood.....	850	850
Catalpa.....	500	500
Juniper.....	550	550

L Length in inches.

D Least side, or diameter, in inches.

(m) *Character of Construction*.—The character of the material entering into the construction of crossing spans and the installation of same must conform to modern practice.

#### GENERAL REQUIREMENTS

SECTION 6. (a) *Conductors*.—By the term conductor, circuit or cable as used in these rules is meant any metal conductor whatsoever used as a means of transmitting electric current.

(b) *Cradles*.—Cradles or slatted platforms will not be permitted in connection with the aerial crossing of any line. It is the intent and purpose

of these rules to require the construction of the crossing spans to be of such substantial character as to make the use of cradles or platforms unnecessary.

(c) *Clearances*.—The minimum vertical clearances herein specified shall mean to be the least clearance permitted under the most favorable conditions with respect to temperature and loading.

(d) *Warning Signs*.—To each pole supporting any crossing span with conductors carrying over 550 volts, shall be attached a warning sign with letters not less than four (4) inches in height, reading: "Danger—Electric Wires.....Volts," stating the normal voltage carried by the conductor.

(e) *Petitions*.—No line carrying more than 550 volts will be permitted to cross the right-of-way of any railroad company without permission first having been obtained from this Commission. A petition must be presented for each such proposed crossing and filed with the secretary at the office of the Commission at Springfield. The original petition must be accompanied by as many duplicate copies as there are respondents named in the petition.

(f) *Drawings*.—The drawings of each proposed crossing must show the plan and vertical section of all tracks, including wires and cables located on the right-of-way of railroad companies to be crossed; the location of the poles supporting the crossing span and the adjoining spans; the number, kind and size of conductors, clearances proposed under such additional details as will indicate as clearly as possible the character of construction. All of this data must be embodied in one drawing, preferably on sheets 8½ inches in width by 11 inches in length, or multiples thereof. Each original petition must be accompanied by three sets of drawings and each duplicate petition by one set of drawings.

Adopted by the Commission and effective November 18, 1913.

# SUPPLEMENT NO. 21 TO ILLINOIS RAILROAD AND WAREHOUSE COMMISSION CLASSIFICATION NO. 10

(Effective October 15, 1912—Supplements Nos. 20 and 21 Contain All Changes.)

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ADDITIONS, CANCELLATIONS AND CHANGES EFFECTED BY THIS SUPPLEMENT—  
Continued

Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
658 ( <i>td.</i> )	Acids— <i>Continued.</i>			Acids— <i>Continued.</i>		
	Acid, Hydrofluoric, in India rubber bottles, hermetically sealed, packed in cases or barrels.....	1	.....	Boracic:		
	Acid, hydrofluoric, in lead carboys packed in cases or barrels.....	1	.....	In glass or earthenware, packed in barrels or boxes.....	1	.....
	Acid, lactic, in kegs or barrels.....	3	5	In fibre or metal cans or cartons in barrels or boxes.....	3	.....
	Acids, dry, in boxes.....	2	.....	In bags.....	3	.....
	Acids, dry, in kegs, barrels or casks	3	4	In bulk in barrels or boxes.....	3	.....
	Acids, in carboys, N. O. S.....	1	6	In fibre or metal cans or cartons, in barrels or boxes, in bags, or in bulk in barrels or boxes (C. L., min. weight 36,000 lbs.).....		5
	Acids, in iron drums, N. O. S.....	4	6	Carbolic:		
	Acids, in lead carboys.....	1	6	Crude:		
	Acids, in tank cars to be furnished by shippers, min. weight 24,000 lbs.; empty tanks to be returned free.....		6	In bulk in barrels (C. L. min. weight 36,000 lbs.).....	3	5
	Acids, liquid, in glass, boxed.....	1	6	In tank cars (see Note 1) (subject to Rule 1-B).....		5
	Page 30, item 46—			Refined:		
	Gas (carbonic acid):			In glass or earthenware, packed in barrels or boxes.....	1	.....
	In iron drums or tubes.....	3	4	In metal cans in barrels or boxes in bulk in barrels.....	2	.....
				In metal cans in barrels or boxes or in bulk in barrels (C. L., min. weight 30,000 lbs.).....	3	.....
				Carbonic (liquid carbonic acid gas):		4
				In steel cylinders (C. L., min. weight 30,000 lbs.).....	3	4
				Formic:		
				In glass or earthenware, packed in barrels or boxes.....	1	.....
				In glass or earthenware, packed in rattan or willow hampers (C. L., min. weight 30,000 lbs.) (see Note 2).....	1	3
				In carboys (C. L., min. weight 24,000 lbs.) (subject to Rules 30 and 31).....	1	5
				In bulk in barrels (C. L., min. weight 30,000 lbs.).....	3	5
				NOTE 2—Formic acid, in glass or earthenware containers, must be thoroughly packed in excelsior, hay or straw.		
				Hydrofluoric:		
				In India rubber or ceresine bottles, hermetically sealed, packed in barrels or boxes.....	1	.....
				In lead carboys packed in barrels or boxes.....	1	.....
				In bulk in asphaltum lined wooden barrels.....	3	.....
				In lead carboys packed in barrels or boxes, or in bulk in asphaltum lined wooden barrels. (C. L., min. weight 36,000 lbs.).....		5
				In asphaltum lined tank cars (see Note 1) (subject to Rule 1-B).....		5
				Hydrofluosilicic:		
				In lead carboys packed in barrels or boxes.....	1	.....
				In bulk in barrels.....	3	.....
				In packages named (C. L., min. weight 36,000 lbs.).....		5
				In tank cars (see Note 1) (subject to Rule 1-B).....		5
				Lactic:		
				In carboys (C. L., min. weight 24,000 lbs.) (subject to Rules 30 and 31).....	1	5
				In barrels (C. L., min. weight 30,000 lbs.).....	3	5
				In tank cars (see Note 1) (subject to Rule 1-B).....		5

ADDITIONS, CANCELLATIONS AND CHANGES EFFECTED BY THIS SUPPLEMENT—  
Continued

Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
658 ( <i>Ud.</i> )				Acids— <i>Continued.</i>		
				Muriatic (hydrochloric):		
				In glass or earthenware packed		
				in barrels or boxes.....	1	3
				In carboys (subject to Rule 31)...	1	.....
				In carboys (C. L., min. weight		
				24,000 lbs.) (subject to Rule 30) .....		6
				In asphaltum lined wooden tank		
				cars (see Note 1).....		6
				Nitrating (mixed nitric and sul-		
				phuric acids):		
				In iron or steel barrels (C. L.,		
				min. weight 36,000 lbs.).....	3	6
				In tank cars (see Note 1) (sub-		
				ject to Rule 1-B).....		6
				Nitric:		
				In glass or earthenware packed		
				in barrels or boxes.....	1	3
				In carboys (subject to Rule 31)...	1	.....
				In carboys (C. L., min. weight		
				24,000 lbs.) (subject to Rule 30) .....		6
				Oxalic:		
				In glass or earthenware, packed		
				in barrels or boxes.....	1	.....
				In fibre or metal cans or cartons		
				in barrels or boxes.....	2	.....
				In bulk in barrels or boxes (C.		
				L., min. weight 36,000 lbs.).....		5
				Phosphoric, liquid, other than		
				syrupy:		
				In glass or earthenware, packed		
				in rattan or willow hampers		
				(C. L., min. weight 30,000 lbs.)		
				(see Note 3).....	1	3
				In carboys (C. L., min. weight		
				24,000 lbs.) (subject to Rules 30		
				and 31).....	1	5
				In bulk in barrels (C. L., min.		
				weight 36,000 lbs.).....	3	5
				Phosphoric, solid or syrupy:		
				In glass or earthenware packed		
				in rattan or willow hampers		
				(C. L., min. weight 30,000 lbs.)		
				(see Note 3).....	1	3
				In carboys (subject to Rule 31)...	1	.....
				In glass or earthenware, packed		
				in barrels or boxes.....	1	.....
				In bulk in barrels.....	3	.....
				NOTE 3—Phosphoric acid, in		
				glass or earthenware containers,		
				must be thoroughly packed in		
				excelsior, hay or straw.		
				Pyroligneous:		
				In barrels (C. L., min. weight		
				30,000 lbs.).....	3	5
				In tank cars (see Note 1) (subject		
				to Rule 1-B).....		5
				Sulphuric, or oil of vitriol:		
				In glass or earthenware packed		
				in barrels or boxes.....	1	3
				In carboys (subject to Rule 31)...	1	6
				In iron or steel barrels or drums.	4	6
				In tank cars (subject to Rule 1-B)		6
				Tannic (tannin), in barrels or		
				boxes.....	1	.....
				Acids, not otherwise indexed by		
				name:		
				Dry:		
				In glass or earthenware, packed		
				in barrels or boxes.....	1	3
				In fibre or metal cans or cartons		
				in barrels or boxes.....	2	4
				In bulk in barrels or boxes....	3	4
				Liquid:		
				In carboys (C. L., min. weight		
				24,000 lbs.) (subject to Rules		
				30 and 31).....	1	5

Index No.		Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
658 (Ctd.)					Acids— <i>Concluded.</i> In glass or earthenware, packed in barrels or boxes..... In iron or steel barrels (C. L., min. weight 36,000 lbs.).....	1  3	  
Page 5, items 19-20-22-23-24—					Page 5, item 19—		
659 Aluminum, in packages.....	1				Aluminum and aluminum articles: Ingot, pig or slab:		
Aluminum, in sheets, plates, or bars, in boxes.....	1				In packages or loose (C. L., min. weight 30,000 lbs.).....	3	
Aluminum cable.....	1	3			Angle, bar or shapes, drawn, extruded or rolled:		
Aluminum ingots and castings, in boxes.....	1				In boxes, crates or on reels, or wired together in bundles (C. L., min. weight 24,000 lbs.)....	2	
Aluminum ware, in boxes or barrels.....	1				Plate or sheet, thickness one-half ( $\frac{1}{2}$ ) inch or over: In packages or loose (C. L., min. weight 24,000 lbs.).....	2	3
					Plate or sheet, thick ness less than one-half ( $\frac{1}{2}$ ) inch, or sheet strips: In barrels, boxes or crates.....	2	
					In barrels, boxes, crates or rolls (C. L., min. weight 24,000 lbs.).....		3
					Rod: In boxes, coils, crates or on reels, or wired together in bundles (C. L., min. weight 24,000 lbs.).....	2	3
					Cable, plain or insulated, other than lead covered: In barrels, boxes or coils, or on reels (C. L., min. weight 24,000 lbs.).....	1	3
					Cable, lead covered: In boxes or on reels (C. L., min. weight 30,000 lbs.).....	3	5
					Castings: In boxes, barrels or crates.....	2	
					Weighing each 15 lbs. or over and less than 50 lbs., loose....	1	
					Weighing each 50 lbs. or over, loose.....	2	
					In packages or loose (C. L., min. weight 24,000 lbs.).....		3
					Grained or granulated: In barrels or boxes (C. L., min. weight 24,000 lbs.).....	2	3
					Wire, solid or with steel core, plain or insulated: In boxes, burlapped coils or on reels (C. L., min. weight 24,000 lbs.).....	2	3
					Aluminum ware: In barrels or boxes.....	1	
					Barrels—empty. Page 7, item 2S-A—		
660 No specific rating.					Barrel: Sheet iron or steel: Taken apart, viz: Bodies nested and wired together, tie rods packed inside; heads nested and securely fastened together.....	3	5
Page 19, item 2—					Page 9, item 2—		
661 Copper ingots (in barrels or casks), bars, cakes, pigs, residue or slabs.....	3	4			Copper: Ingots, in barrels or casks..... Bars, cakes, pigs or slabs.....	3  3	4  4
Page 9, items 62 to 65 inc.—					Page 9, item 62—		
662 Boats, row or canoes: Loaded in box cars..... Requiring flat or gondola car, min. weight 4,000 lbs. each.....	3tl  1	6  6			Boats, barges, launchesand yachts: (1) When shipments require flat or gondola cars for transportation, the spars and oars or pad-		

Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.	
662 (Ctd.)	Boats, etc.— <i>Concluded</i> Min. weight 10,000 lbs. .... Requiring two flat or gondola cars, min. weight 10,000 lbs. for each car. .... Page 10, item 1— Boats, sectional, galvanized iron, K. D. nested. .... Page 62, item 20— Steam yachts and launches, loaded in box cars (C. L., min. weight 20,000 lbs.). ....		6    6  D1  4t1	Boats, etc.— <i>Concluded</i> dies may be securely attached inside the boat; otherwise they must, with all other loose and detachable articles, be packed in iron-bound boxes and securely attached to boat or floor of car. (2) Boats, barges, launches and yachts, operated by electricity, gasoline or naphtha, will not be accepted for transportation un- less the following rules are ob- served: (a) When operated by electric- ity the terminal wire, i. e., wires connecting battery with motor, must be disconnected. (b) When operated by gasoline or naphtha, the oil tanks must be empty. To insure proper emptying, the tank plug or cover must be removed and the oil feed pipe disconnected, except when the feed pipe has a small valve solely for the pur- pose of emptying tank and feed pipe. After tanks have been emptied, the plug or cover must be replaced and openings through which fluid or vapor might escape, securely closed, before the boat is placed in any railroad depot car or boat. (3) During the period from No- vember 15, to April 15, water tanks must be emptied in addi- tion to oil tanks. Canoes or row boats, with or with- out sails or power: Canvas, K. D., and folded, in boxes or crates ..... Steel, sectional, sections placed one within the other: Loose ..... In boxes or crates ..... Wooden, sectional sections fold- ed: Loose ..... In boxes or crates ..... Canvas, fiber, steel or wood: S. U., loose ..... S. U., in boxes or crates ..... S. U. or K. D., in packages or loose, straight or mixed car- loads, min. weight 10,000 lbs. (subject to Rule 30) ..... Launches, sailboats or yachts, with or without power: S. U. .... S. U. (C. L., min. weight 10,000 lbs.) (subject to Rule 30) ..... Without power: K. D., in boxes or crates ..... K. D. (C. L., min. weight 10,000 lbs.) (subject to Rule 30) ..... Tug boats or barges: L. C. L. .... C. L., min. weight 10,000 lbs. (subject to Rule 30) ..... Ice: K. D., in boxes, bundles or crates K. D., in packages or loose (C. L., min. weight 16,000 lbs.) (subject to Rule 30) .....			1  3t1 D1  3t1 D1  4t1 3t1   4t1     1  2  4t1     1  2  4t1   1  3

ADDITIONS, CANCELLATIONS AND CHANGES EFFECTED BY THIS SUPPLEMENT—  
Continued

Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
663	No specific rating.			<p>Page 11, item 9-A— Boxes, wood or fibre board, or wood and fibre board combined, cloth covered, N. O. S.: Crated or boxed.....</p> <p>Boxes, wood or fibre board, or wood and fibre board combined, cloth covered, filled with show or display cards (C. L., min. weight 20,000 lbs.): Crated or boxed.....</p>	D1	
664	<p>Page 11, item 25— Brass: Ingots, pig, residue, rolls, sheet, blanks, plates, tubing, flues, rods, nails, bolts, screws and rivets.....</p>	3	4	<p>Page 11, item 25— Brass: Ingots, pig, rolls, sheet, blanks, plates, tubing, flues, rods, nails, bolts, screws and rivets.....</p>	3	4
665	No specific rating.			<p>Page 12, item 11-A— Buckets: Oil buckets (tin, terne plate or galvanized iron) (C. L., min. weight 15,000 lbs.) (subject to Rule 30): Loose..... In crates or boxes.....</p>	D1 1	5 5
666	<p>Page 14, item 29— Cards, show, chromo, advertising, boxed, P. P.....</p>	1	3	<p>Page 14, item 29— Cards, advertising, display, show or chromo, boxed, prepaid (see Rule 29).....</p>	1	3
667	<p>Page 14, item 35— Carpet beaters, wire, with wooden handles, in boxes or barrels.....</p>	1		<p>Page 14, item 35— Carpet beaters, wire, or wire and wood combined, in bales, barrels, boxes or crates.....</p>	2	
668	<p>Page 16, item 35— Cattle dehorners, in bundles.....</p>	1		<p>Page 16, item 35— Cattle dehorners, in bundles, crates or boxes.....</p>	2	
669	No specific rating.			<p>Page 18, item 44-A— Compound: Metal cutting or drilling compound: In wooden pails or tubs..... In iron or steel pails..... In metal cans completely jacketed..... In metal cans in crates..... In kits..... In barrels or boxes.....</p>	3 4 4 4 4 4	5 5 5 5 5 5
670 cancels Index 470	<p>Supp. 20, index 470— Staves, barrel shooks, heading, hoop poles, hoop and stave bolts, eliminate, refer to page 18, Illinois Classification No. 10, items 67 and 68 Page 18, items 67 and 68— Cooperage stock, N. O. S., in bundles or crates..... Cooperage stock, N. O. S.....</p>			<p>Page 18, item 67— Cooperage stock, wooden, consisting of staves, heading, head lining, hoops, hoop poles, stave bolts and heading bolts: In bundles or crates..... Carloads, lumber distance tariff rates.</p>	4	
	<p>Page 35, items 31-32-33-36-37-38— Hoops, barrel, coiled, N. O. S..... Hoops, barrel, coiled, nested, in bundles..... Hoops, shaved, in bundles..... Hoops, N. O. S..... Hoop poles..... Hoop and stave bolts.....</p>	4 4 4 4 4 4	Lbr. rates			
671	<p>Page 19, item 4— Copper ore, copper matte, cakes, ingots, bars, pigs, residue or slabs, value not to exceed \$100 per net ton, to be limited by written agreement.....</p>		9	<p>Page 19, item 4— Copper ore, copper matte, cakes, ingots, bars, pigs, or slabs, value not to exceed \$100 per net ton, to be limited by written agreement.....</p>		9

ADDITIONS, CANCELLATIONS AND CHANGES EFFECTED BY THIS SUPPLEMENT—  
Continued

Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
672	Supp. 20, index 166 and 625— Feathers, min. weight 12,000 lbs. ....	D1	2	Page 23, item 48— Feathers and quills (see note): Chicken and turkey, in bags. ....	1½tl	.....
cancels	Feather beds, boxed. ....	.....	.....	N. O. S., in bags, bales, barrels, boxes or bundles. ....	2½tl	.....
Index	Feather pillows: In bales, bags or bundles. ....	2½tl	1½	In two (2) or more bags, machine compressed and tightly bound together. ....	1½tl	.....
Nos.	*Machine compressed, in bales. ....	.....	2	In bales, machine compressed. ....	1½tl	.....
166	C. L., min. weight 12,000 lbs. (subject to Rule 30). ....	.....	.....	Feather pillows: In bags, bales, barrels, boxes, bundles or crates. ....	2½tl	.....
and	*NOTE.—Compressed to a density of not less than 6 lbs. per cubic foot.	.....	.....	In bales, machine compressed. ....	1½tl	.....
625	Page 23, items 48 and 49— Feathers: In cases. ....	D1	1½	Feathers and quills N. O. S., chicken and turkey feathers and feather pillows in packages as specified for L. C. L., shipments straight or mixed C. L., min. weight 12,000 lbs. (subject to Rule 30). ....	.....	2
	Pressed in bales or sacks. ....	1½	.....	NOTE.—Feathers and quills and feather pillows in machine compressed bags or bales must be compressed to a density of not less than 6 lbs. per cubic foot.	.....	.....
	Page 56, item 62— Quills, goose and turkey, in bales, barrels, boxes or crates. ....	1	.....	Feather beds in bags, barrels or boxes. ....	2½tl	.....
		.....	.....	Feather sweepings in bales, machine compressed. ....	1½tl	.....
673	Supp. 20, index 569— Wire fencing, in rolls. ....	4	8	Page 23, item 64— Fencing, N. O. S.: Fencing, wire and wood combined, in rolls (C. L., min. weight 24,000 lbs.) (subject to Rule 30). ....	4	8
cancels	Page 23, items 64 to 69 inc. and 72— Fencing, N. O. S., wire, O. R. of wet or rust or released:	.....	.....	Gates, wire and wood or iron and wood combined, in packages or loose (C. L., min. weight 24,000 lbs.) (subject to Rule 30). ....	3	5
Index	In rolls and gates in bundles. ....	4	5		.....	.....
569	In panels, loose. ....	2	5		.....	.....
	Crated. ....	3	5		.....	.....
	With steel posts and tubular railing, in rolls or bundles. ....	4	7		.....	.....
	Fencing wire, consisting of "Ornamental Strip," "Wire Fence Board" and wire panel in rolls and wire netting (not wire cloth) O. R. of wet and rust or released, in rolls. ....	4	5		.....	.....
	Fencing, combination wire and wood. ....	4	8		.....	.....
	Page 30, items 49 and 50— Gates, fence, combination, iron or wire. ....	3	5		.....	.....
	Gates, fence, iron. ....	3	5		.....	.....
	Page 38, items 1 to 6 inc.— Iron and steel articles: Fence posts, iron, cast or wrought	4	6		.....	.....
	Fence, steel picket, K. D., in bundles. ....	4	5		.....	.....
	Fencing and railing, iron, N. O. S. ....	3	5		.....	.....
	Fencing and railing, iron, N. O. S., K. D., in bundles. ....	4	5		.....	.....
	Fencing and railing, wrought iron, in panels. ....	4	5		.....	.....
	Fencing, expansive, iron or steel. ....	3	5		.....	.....
674	No specific rating.	.....	.....	Flour and feed Page 25, item 24-C— Wheat products, consisting of: Flour, in barrels or sacks; bran; feed, N. O. S.; middlings; ship stuff or shorts, in sacks; In mixed L. C. L. shipments, consisting of 2,000 lbs. or over in weight for each shipment, 30 per cent higher than wheat, carload, distance tariff rate.	.....	.....

ADDITIONS, CANCELLATIONS AND CHANGES EFFECTED BY THIS SUPPLEMENT—  
*Continued*

Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
675	Page 25, item 62— Frames, door screen, wooden, without wire cloth.....	4	Lbr. rates	Page 25, item 62— Frames: Screen door or window screen frames, wooden: S U. in bundles, boxes or crates C. L., lumber distance tariff rates plus one cent per 100 lbs. K. D., in bundles, boxes or crates..... C. L., lumber distance tariff rates plus one cent per 100 lbs.	2	.....
	Page 26, items 1 and 2— Frames, door and window screen, N. O. S. (C. L., min. weight 20,000 lbs.).....	4	Lbr. rates		4	.....
	Frames, window screen, wooden, without wire cloth.....	4	Lbr. rates			
676	Page 36, item 9— Ice, P. P. ....	1	.....	Page 36, item 9— Ice, prepaid (see Rule 29): Packed in sawdust in boxes or barrels.....	1	.....
677	See index No. 673. Page 38, items 1 to 6 inc.— Iron and steel articles: Fence posts, iron, cast or wrought Fence, steel picket, K. D., in bundles..... Fencing and railing, iron, N. O. S. Fencing and railing, iron, N. O. S. K. D., in bundles..... Fencing and railing, wrought iron in panels..... Fencing, expansive, iron or steel.	4 4 3 4 4 3	6 5 5 5 5 5	Iron and steel articles manufactured of same Page 38, item 1— Fencing: Iron, in panels or K. D. in bundles Expanded metal in bundles or crates..... Iron, N. O. S..... Posts, cast or wrought..... Pickets, in bundles or packages.. Railings, set-up or in sections.... Railings, K. D., in bundles..... Wire, in rolls (C. L., min. weight 30,000 lbs.)..... Wire, in panels, loose (C. L., min. weight 24,000 lbs.) (Subject to Rule 30)..... Wire, in panels, in crates (C. L., min. weight 24,000 lbs.) (Subject to Rule 30)..... Page 38, item 22-A— Gates: Iron or steel..... Iron or steel and wire combined (C. L., min. weight 24,000 lbs.) (Subject to Rule 30).....	4 2 3 4 4 3 4 4 2 3 3	5 4 5 5 5 5 5 8 5 5 5
678	No specific rating.			Iron and steel articles manufactured of same Page 38, item 26-A— Heads: Barrel: In packages or nested and securely fastened together.....	3	5
679	See index No. 670.			Iron and steel articles manufactured of same Page 38, item 37-A— Hoops, N. L. S.: Coiled, in bundles.....	4	5
680	Page 43, items 2-3-4-5— Leather pancakes, skivings or whitenings, in bundles, barrels, or boxes..... Leather scraps, in bundles, crates, boxes, barrels or hogsheads (see note)..... Leather scraps (see note)..... NOTE—This classification will apply only on shipments of the scraps or refuse from the manufacture of leather goods, and will exclude strips or pieces cut from hide leather.	3 3 3	5 5 5	Page 43, item 2— Leather pancakes: In bundles, barrels or boxes..... Leather, scrap (see note): In packages..... Min. weight 24,000 lbs. (subject to Rule 30)..... NOTE—These ratings will apply only upon shipments of the scraps or refuse from the manufacture of leather goods, and will exclude strips cut from hide leather and also pieces cut in shapes. Leather skivings and whitenings, in packages (see note): L. C. L.....	3 3 3 3 3	5 5 5 8 5

ADDITIONS, CANCELLATIONS AND CHANGES EFFECTED BY THIS SUPPLEMENT—  
Continued

Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
				Leather skivings, etc.— <i>Concluded</i> C. L., min. weight 24,000 lbs. (subject to Rule 30).....		S
				NOTE—These ratings apply only to thin, irregular shaped pieces skived or scrapped from the flesh side of the hide, or skin and will not apply to split leather.		
	Live stock—			Live stock		
	Supp. 20, index 295-636 and 637			Page 44, item 16—		
681	Page 44, items 16-20-21-23 and 25—			Live stock:		
Cancels	Live stock, L. C. L. (limited liability under contract), at actual weights, but not less than the following estimated weights, viz:			Ratings given below are based upon values declared by shippers not exceeding the following under contract.		
in-	One horse, mule or horned animal, excepting bulls, stallions or jacks (see items 19 and 26, page 44), 2,000 lbs.; two animals 3,000 lbs.; each additional animal 1,000 lbs. ....	1	.....	Each steer, ox or bull.....\$ 90 00		
dex	Colts (under one year old), when shipped with mares, 500 lbs. for each colt.....	1	.....	Each cow..... 60 00		
Nos.	Calves (under one year old), when shipped with cows, 500 lbs. for each calf.....	1	.....	Each hog..... 15 00		
295	Bulls, 3,000 lbs. each (be sure and take release); man in charge to accompany same and to be carried free.....	1	.....	Each sheep or goat..... 5 00		
636	Stallions or jacks, 3,000 lbs. each (be sure and take release); man in charge to accompany same and to be carried free.....	1	.....	Each calf..... 10 00		
and	Calves (under 1 year), 500 lbs. each, crated.....	1½	.....	Each horse or pony (gelding, mare or stallion)..... 160 00		
637	Colts (under 1 year), 750 lbs. each	1	.....	Each mule, jack, jenny or ass..... 160 00		
	Hogs, actual weight, crated.....	1½	.....	Where the declared value exceeds the above, an addition of ten (10) per cent will be made to the rate per 100 pounds for each one hundred (100) per cent or fraction thereof, of additional declared value per head.		
	Sheep or goats, 20 lbs. each, crated.....	1½	.....	Live stock, in carloads (limited liability for each animal under contract at values stated above), see schedule showing mileage distance tariff rates.		
	Live stock, in car loads, shipped by contract (see tariff).	1½	.....	Live stock, L. C. L. (limited liability under contract, at values stated above), at actual weights, but not less than the following estimated weights, viz:		
				Bulls, stallions or jacks, 3,000 lbs. each (be sure and take release); man in charge to accompany same and to be carried free.....	1	.....
				One horse, mule or horned animal, excepting bulls, stallions or jacks, 2,000 lbs.; two animals 3,000 lbs.; each additional animal 1,000 lbs. ....	1	.....
				Colts (under one year), 750 lbs. each.....	1	.....
				Calves (under one year). 500 lbs. each, crated.....	1½	.....
				Hogs, actual weight, crated.....	1½	.....
				Sheep or goats, 20 lbs. each, crated.....	1½	.....
				Colts (under one year old), when shipped with mares, 500 lbs. for each colt.....	1	.....
				Calves (under one year old), when shipped with cows, 500 lbs. for each calf.....	1	.....
				Machinery, machines and mills		
				Page 45, item 17-A—		
682	No specific rating.			Addressing machines:		
				Set up, boxed or crated (C. L., min. weight 16,000 lbs.) (subject to Rule 30).....	1	3
				K. D., boxed or crated (C. L., min. weight 24,000 lbs.) (subject to Rule 30).....	2	4



ADDITIONS, CANCELLATIONS AND CHANGES EFFECTED BY THIS SUPPLEMENT—  
Continued

Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
683	<p>• Page 45, item 28— Iron ore, rock or stone crushers....</p>	4	9	<p>Machinery, machines and mills Page 45, item 28— Iron ore, rock or stone crushers....</p>	4	6
684	<p>Page 6, items 12-13-15-17— Ashes:</p>			<p>Page 48, item 36-A— Metal residues and sweepings:</p>		
Cancels	Brass, in packages.....	4	9	Aluminum ashes and dross:		
in	Brass.....	4	6	In barrels or sacks (C. L., min.	4	9
index	Lead.....	4	6	weight 40,000 lbs.).....		
462	Zinc.....	4	6	Brass or bronze ashes, skimmings,		
	Page 42, items 50 and 57—			sweepings or washings:		
	Lead dross, in barrels or casks....	4	9	In boxes, barrels, casks or crates	4	9
	Lead skimmings, in packages.....	4	6	(C. L., min. weight 40,000 lbs.)		
	Supp. 20, index 462—			Copper ashes, skimmings or sweep		
	Solder, dross or refuse.....	4	9	ings:		
	Page 65, item 17—			In boxes, barrels, casks or crates	4	9
	Tin dross, in barrels or casks....	4	5	(C. L., min. weight 40,000 lbs.)		
	Page 76, items 67-68-69-71—			Lead ashes, dross or skimmings:		
	Zinc dross, in barrels or casks....	4	9	In boxes, barrels, casks or crates	4	9
	Zinc dross.....	4	6	(C. L., min. weight 40,000 lbs.)		
	Zinc flue dust, in packages.....	4	6	Solder dross or refuse:		
	Zinc skimmings, in packages.....	4	6	In boxes, barrels, casks or crates	4	9
				(C. L., min. weight 40,000 lbs.)		
				Tin dross:		
				In boxes, barrels, casks or crates	4	9
				(C. L., min. weight 40,000 lbs.)		
				Zinc ashes, dross, flue dust skim-		
				mings and sweepings:		
				In boxes, barrels, casks or kegs	4	9
				(C. L. min. weight 40,000 lbs.)		
685	No specific rating.			<p>Page 54, item 52-A— Plants, rooted in tubs or boxes without covers, tops protected (see note).....</p>	D1	
				NOTE.—When tops not protected, not taken.		
686	No specific rating.			<p>Page 54, item 63-A— Plates:</p>		
				Number and license plates (iron, steel or tin):		
				Plain, painted, japanned, bronzed, coppered, enameled, gal-		
				vanized or tinned (with or without metal seal):	2	
				In boxes or barrels.....		
				Min. weight 30,000 lbs.....		4
687	Supp. 20, index 482—			Page 56, item 44-A—		
Cancels	Strawboard, corrugated, in pack-	3	5	Pulpboard:		
in	ages.....			Boxboard, chipboard, newsboard,		
index	Page 63, item 17—			strawboard, wood-pulp board or		
482	Strawboard, N. O. S.....	4	7	paper stock board, plain or water		
	Page 74, items 59 and 60—			proofed, paper-lined, pulp-lined,		
	Wood pulp board, in bundles.....	4	7	or not lined, not coated:		
	Wood pulp board.....			Corrugated or indented:		
				In boxes, bundles, crates or	3	5
				rolls (C. L., min. weight 24,-		
				000 lbs.) (subject to Rule 30).		
				Not corrugated nor indented:		
				In boxes, bundles, crates or	3	5
				rolls (C. L., min. weight 36,-		
				000 lbs.).....		
688	No specific rating.			Page 56, item 85-A—		
				Refuse:		
				Grinding room refuse (waste from	4	9
				abrasive wheels), in packages (C.		
				L., min. weight 40,000 lbs.).....		
689	Supp. 20, index 476—			Page 62, item 48—		
Cancels	Stoneware, in crates, casks or hogs-	4	7	Stoneware:		
in	heads:			Loose, or in open packages, O. R.		
index	Weighting 1,000 lbs., or less.....	3	7	B., released, L. C. L., shipments	1½	7
476	Weighting over 1,000 lbs. each....			to be taken at carrier's conveni-		
	Page 62, item 48—			ence.....		
	Stoneware, loose.....	1	7	In crates, casks or hogsheads:	4	7
				Weighting each 1,000 lbs. or less.	2	7
				Weighting each over 1,000 lbs....		

**ADDITIONS, CANCELLATIONS AND CHANGES EFFECTED BY THIS SUPPLEMENT—**  
*Concluded*

Index No.	Now reads:	L. C. L.	C. L.	Changed to read:	L. C. L.	C. L.
690	Page 64, item 5— Tank, oil, cellar or store, empty, loaded in box cars. ....	1½	5	Page 64, item 5— Tanks: Oil tanks (iron or steel): Cellar or store: Hoods not nested, crate (C. L., min. weight 12,000 lbs.) (subject to Rule 30). .... Without hoods or hoods packed flat inside of tanks, crated (C. L., min. weight 12,000 lbs.) (subject to Rule 30). ....	1½	3
691	No specific rating.			Page 74, item 39-B— Wire articles: Lugs, wire, in packages (C. L., weight 36,000 lbs.). .... Brick ties, wire, in barrels or boxes (C. L., min. weight 36,000 lbs.). Can keys, wire, in barrels or boxes (C. L., min. weight 36,000 lbs.). Circles or rings, wire, in barrels or boxes (C. L., min. weight 36,000 lbs.). ....	3	5
692	<p align="center"><b>RULE 14</b></p> Any package containing articles of more than one class will be charged at the tariff rate for the highest classed article contained therein, unless otherwise specified. NOTE.—Advertising matter, printed in packages, will be taken with goods which it advertises at the classified rating for such goods.			<p align="center"><b>RULE 14</b></p> Any package containing articles of more than one class will be charged at the tariff rate for the highest classed article contained therein, unless otherwise specified (see note). “NOTE.—Advertising matter, printed, may be shipped with the goods it advertises at the rating applying on such goods when in the same package or container with the goods, or in the same car with the goods in carload quantities; provided the amount of advertising matter does not exceed two per cent (2♦) of the gross weight of the goods and packing.”	3	5

Index  
No.

Add to Page III, Illinois Commissioners' Classification No. 10, the following:

693	<p align="center">Common carriers by water</p> <p>In case No. 1123, J. W. Barwell vs. Hill Steamboat Line, the Railroad and Warehouse Commission has made an order, from which we quote the following, as applicable to all common carriers by water, fixing their classification:</p> <p>“This Commission had no jurisdiction over rates on boat lines until July 1, 1911, and hence had made no schedule of rates governing that character of transportation: under said Act steamboat lines were placed under the jurisdiction of the Commission as common carriers, and, therefore, subject to regulations the same as railroads doing business in the State of Illinois, and until such a time as the Commission is able to make a complete classification and tariff for steamboat lines, all steamboat lines doing an intrastate business shall be classified as a common carrier in the same manner as roads of Class “A” as shown in Illinois Commissioners' Classification No. 10, and the Commission being fully advised;</p> <p>“It is therefore ordered, adjudged and decreed that the said Hill Steamboat Line, and all other similar steamboat lines doing a freight business within the State of Illinois, be, and they are hereby required, and directed hereafter in making rates and fixing freight charges, not to exceed in amount the schedule of maximum rates as authorized and promulgated by this Commission.</p> <p>“And such steamboat lines shall not charge to exceed the maximum rate as fixed by this Commission on shipments handled by said steamboat lines upon any commodity carried by them, or permitted to be carried by them under the laws of the United States, or State of Illinois. And all such rates and charges shall be fixed and determined by said boat line, or lines, according to the classification for the same commodity as are fixed for charges of railroads in the State of Class “A.”</p> <p>“By order of the Commission this 6th day of September, 1912.</p> <p align="right">“(Signed) O. F. BERRY, Chairman, B. A. ECKHART, Commissioner, J. A. WILLOUGHBY, Commissioner.”</p> <p>“Attest: WM. KILPATRICK, Secretary.”</p>
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# SUPPLEMENT NO. 22 TO ILLINOIS RAILROAD AND WAREHOUSE COMMISSION CLASSIFICATION NO. 10

(Effective March 15, 1913, except as noted in individual items. Cancels Supplement No. 21. Supplements Nos. 20 and 22 contain all changes)

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Additions, cancellations and changes in classification of articles shown in this supplement were made by orders of the Board of Railroad and Warehouse Commissioners of Illinois, at meetings held at Chicago, Illinois, January 15, and 16, 1913.

A letter suffix following the item number indicates an item not included in the classification.

## ADDITIONS, CANCELLATIONS AND CHANGES EFFECTED BY THIS SUPPLEMENT

Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
694	Aluminum and aluminum articles.			Aluminum and aluminum articles.		
cancels	Supp. 21, index 659—			Page 5, item 19—		
in-	Ingot, pig or slab:			Angle, bar or shapes, drawn, extruded or rolled:		
index	In packages or loose (C. L., min. weight 30,000 lbs.).....	3	4	In boxes, crates or on reels, or wired together in bundles (C. L. min. weight 24,000 lbs.).....	2	3
659	Angle, bar or shapes, drawn, extruded or rolled:			Cable, plain or insulated, other than lead covered:		
	In boxes, crates or on reels, or wired together in bundles (C. L., min. weight 24,000 lbs.).....	2	3	In barrels, boxes or coils, or on reels (C. L., min. weight 24,000 lbs.).....	1	3
	Plate or sheet, thickness one-half ( $\frac{1}{2}$ ) inch or over:			Cable, lead covered:		
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	Plate or sheet, thickness less than one-half ( $\frac{1}{2}$ ) inch, or sheet strips:			Castings:		
	In barrels, boxes or crates.....	2	.....	In boxes, barrels or crates.....	2	.....
	In barrels, boxes, crates or rolls (C. L., min. weight 24,000 lbs.).....	.....	3	Weighting each 15 lbs. or over and less than 50 lbs., loose (see note). Weighting each 50 lbs. or over, loose.....	1 2	.....
	Rod:			In packages or loose (C. L., min. weight 24,000 lbs.).....	.....	3
	In boxes, coils, crates or on reels, or wired together in bundles (C. L., min. weight 24,000 lbs.).....	2	3	NOTE.—The charge on each casting weighing less than 50 lbs. at the 1st class rate shall not exceed the charge on each casting weighing 50 lbs. at the 2d class rate.		
	Cable, plain or insulated, other than lead covered:			Grained or granulated:		
	In barrels, boxes or coils, or on reels (C. L., min. weight 24,000 lbs.).....	1	3	In barrels or boxes (C. L., min. weight 24,000 lbs.).....	2	3
	Cable, lead covered:			Ingot, pig or slab:		
	In boxes or on reels (C. L., min. weight 30,000 lbs.).....	3	5	In packages or loose (C. L., min. weight 30,000 lbs.).....	3	4
	Castings:			Plate or sheet, thickness one-half ( $\frac{1}{2}$ ) inch, or over:		
	In boxes, barrels or crates.....	2	.....	In packages or loose (C. L., min. weight 24,000 lbs.).....	2	3
	Weighting each 15 lbs. or over and less than 50 lbs., loose.....	1	.....	Plate or sheet, thickness less than one-half ( $\frac{1}{2}$ ) inch, or sheet strips:		
	Weighting each 50 lbs. or over, loose.....	2	.....	In barrels, boxes or crates.....	2	.....
	In packages or loose (C. L., min. weight 24,000 lbs.).....	.....	3	In barrels, boxes, crates or rolls (C. L., min. weight 24,000 lbs.).....	.....	3
	Grained or granulated:			Rod:		
	In barrels or boxes (C. L., min. weight 24,000 lbs.).....	2	3	In boxes, coils, crates or on reels, or wired together in bundles (C. L., min. weight 24,000 lbs.).....	2	3
	Wire, solid or with steel core, plain or insulated:			Wire, solid or with steel core, plain or insulated:		
	In boxes, burlapped coils or on reels (C. L., min. weight 24,000 lbs.).....	2	3	In boxes, burlapped coils or on reels (C. L., min. weight 24,000 lbs.).....	2	3
	Aluminum ware:					
	In barrels or boxes.....	1	.....			

ADDITIONS, CANCELLATIONS AND CHANGES EFFECTED BY THIS SUPPLEMENT—  
Continued

Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
695	Page 5, items 25 to 28 inc.—			Aluminum ware:		
	Ammonia, anhydrous liquid, in iron drums or tubes.....	3	4	In barrels or boxes.....	1	
	Ammonia, aqua or ammoniacal liquor, in carboys or bottles.....	1	7	Page 5, item 25—		
	Ammonia, in carboys.....		9	Ammonia:		
	Ammonia, Aqua or ammoniacal liquor:			Ammoniacal gas liquor, crude:		
	In iron cans.....	1	9	In barrels.....	4	
	In iron cans, packed in cases.....	3		In barrels, C. L., min. weight 30,000 lbs.....		7
	In barrels or iron drums.....	4	9	In tank cars, subject to Rule 1-B.....		7
	16 degrees test, or under, in tank cars to be furnished by shippers, min. weight 24,000 lbs, empty tanks returned free.....		9	Anhydrous liquid:		
	Over 16 degrees test, in tank cars, taken only by special agreement.			In steel cylinders.....	3	
	Ammonia, dry:			In steel cylinders, C. L., min. weight 30,000 lbs.....		4
	In jars, packed.....	3		Aqua:		
	In boxes, kegs or bags.....	3		In carboys (subject to Rule 31).....	1	
	In barrels or casks.....	3	5	In carboys (subject to Rule 31), C. L., min. weight 24,000 lbs, (subject to Rule 30).....		5
	Ammonia, nitrate of.....	3	5	In glass or earthenware, packed in barrels or boxes.....	1	
	Ammonia, sulphate of:			In glass or earthenware, packed in barrels or boxes, C. L., min. weight 30,000 lbs.....		3
	In boxes or kegs.....	2		In metal cans in crates.....	2	
	In bags, barrels or casks.....	4	6	In metal cans in barrels or boxes.....	3	
	Page 58, item 10—			In metal cans in barrels, boxes or crates, C. L., min. weight 30,000 lbs.....		6
	Sal ammoniac.....	3	5	In iron or steel barrels.....	4	
				In iron or steel barrels, C. L., min. weight 30,000 lbs.....		6
				In tank cars, weight per gallon 7.5 lbs., subject to Rule 1-B.....		6
				Bromide of:		
				In glass or earthenware, packed in barrels or boxes.....	1	
				In fibre or metal cans or cartons.....	2	
				In bulk in barrels or boxes.....	3	
				Carbonate of:		
				In glass or earthenware, packed in barrels or boxes.....	1	
				In fibre or metal cans or cartons in barrels or boxes.....	2	
				In bulk in barrels.....	3	
				In bulk in barrels, C. L., min. weight 36,000 lbs.....		5
				Muriate of, or sal-ammoniac:		
				In glass or earthenware, packed in barrels or boxes.....	1	
				In fibre or metal cans or cartons, packed in barrels or boxes.....	2	
				In bulk in barrels.....	3	
				In bulk in barrels, C. L., min. weight 36,000 lbs.....		5
				Nitrate of:		
				In glass or earthenware, packed in barrels or boxes.....	1	
				In fibre or metal cans or cartons, in barrels or boxes.....	2	
				In bags, or in bulk in barrels.....	3	
				In bags, or in bulk in barrels, C. L., min. weight 36,000 lbs.....		5
				Phosphate of:		
				In barrels.....	3	
				In barrels, C. L., min. weight 36,000 lbs.....		5
				Sulphate of:		
				In bags or barrels.....	4	
				In bags or barrels, or in bulk, C. L., min. weight 40,000 lbs.....		6
				Ammonia ash (C. L., min. weight 36,000 lbs.).....	4	6



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ADDITIONS, CANCELLATIONS AND CHANGES EFFECTED BY THIS SUPPLEMENT—  
Continued

Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
				Athletic Goods, etc.— <i>Concluded</i> Billiard or pool tables, or parts thereof, finished or in the white, ball racks, cues, cue bridges, cue cabinets, cue racks, cue racks and coat closets combined, markers, pin pool boards, pool pins, slabs, Slates, table covers or triangles, including not more than one set of shake balls and shake bottles with each table: In packages named for L. C. L., or any quantity shipments, mixed C. L., min. weight 20,000 lbs., subject to Rule 30.....		3
				Billiard or pool table parts, wooden in the white: In boxes or crates (C. L., min. weight 30,000 lbs.).....	2	5
				Billiard table reflectors, in crates. ....	1½	.....
				Bowling alley outfits: Bowling balls: In boxes or crates (C. L., min. weight 30,000 lbs.).....	2	5
				Bowling pins: In boxes or crates (C. L., min. weight 24,000 lbs.) (subject to Rule 30).....	2	5
				Floor or tracks, plain or with box ends and sides, back stops, divisions, kickbacks, pin setter attachments, pin spotters, posts and returning racks, K. D.: In boxes, bundles or crates (C. L., min. weight 24,000 lbs.)....	3	5
				Box ball alleys and fixtures: In boxes or crates.....	2	.....
				Indian clubs: Wooden: Finished: In barrels or boxes.....	2	.....
				Unfinished: In barrels, boxes or crates.....	2	.....
				Other than wooden: In barrels or boxes.....	1	.....
	Page 6, items 31-32-33-35-36-37-39-40-41-42 and 43— Page 52, item 42—			Bagging and bags Page 6, item 31—		
698	Bagging, clayed, in bales or cases..	3	5	Bagging, new or old:		
cancels	Bagging, oil press or filtering cloth.....	2	.....	Burlap or gunny: Paper lined:		
in-	Bags and bagging, burlap or gunny, in bales or rolls.....	4	5	In bales, boxes, bundles or rolls in packages named, C. L., min. weight 30,000 lbs.....	3	.....
320	Bags, clayed, in bales.....	3	5	Other than paper lined: In bags, bales, boxes, bundles or rolls.....	3	.....
	Bags, cotton, N. O. S., in bales or cases.....	2	3	In packages named, C. L., min. weight 30,000 lbs.....		5
	Bags, grain or salt, cotton, in bales or trusses.....	2	3	Clayed or not clayed cotton: In bales, boxes, bundles or rolls in packages named, C. L., min. weight 30,000 lbs.....	3	.....
	Bags, feeding, for animals, in boxes or barrels.....	1	.....	Cotton bale covering, hemp or jute (bagging not exceeding sixteen strands to the square inch, counting the warp and filling): In bales or rolls.....	3	.....
	Bags, mail or pouches, government, in bundles or gunny sacks..	2	3	In packages named, C. L., min. weight 30,000 lbs.....		4
	Bags, game, boxed.....	1	.....	Cotton bale covering, hemp or jute (bagging not exceeding sixteen strands to the square inch, counting the warp and filling): In bales or rolls.....	3	.....
	Bags, rush, in bales or boxes.....	D1	.....	In packages named, C. L., min. weight 30,000 lbs.....		5
	Bags, moth paper, packed flat in cases.....	2	.....	Grass or fibre, old (tea chest or tobacco matting, old): In bundles, crates or rolls.....	2	.....
	Paper bags or sacks, in packages..	3	6	In machine pressed bales.....	2	.....
	Page 47, item 45—			Bags: Banana, hair lined or felt lined, in bales, boxes or bundles.....	1	.....
	Matting, tea chest, old, in bags, sacks or crates.....	2	.....	Blanket or clothing, in boxes.....	1	.....
	Supp. 20, index 320—					
	Matting, tea chest, old, pressed in bales.....	4	.....			

ADDITIONS, CANCELLATIONS AND CHANGES EFFECTED BY THIS SUPPLEMENT—  
Continued

Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
698 ( <i>Id.</i> )				Bags— <i>Concluded</i> Burlap or gunny: Lined with cotton cloth: In bales, boxes or bundles..... 2 ..... In packages named, C. L., min. weight 30,000 lbs..... 4 ..... Lined with paper: In bales, boxes or bundles..... 2 ..... In packages named, C. L., min. weight 30,000 lbs..... 4 ..... Single or double not lined: In bags, bales, boxes, bundles or rolls..... 3 ..... In packages, named, C. L., min. weight 30,000 lbs..... 4 ..... Cartridge, raw silk, in boxes..... 1 ..... Clayed cotton: In bales, boxes or bundles..... 2 ..... In packages named, C. L., min. weight 30,000 lbs..... 3 ..... Cotton, other than clayed: In bales, boxes or bundles..... 2 ..... In packages named, C. L., min. weight 30,000 lbs..... 3 ..... Cotton picking, in bales, boxes or bundles..... 2 ..... Game, in boxes..... 1 ..... Horse feeding, in barrels or boxes Mail bags or pouches:..... 1 ..... Cloth: In bags, bales, boxes or bun- dles..... 2 ..... In packages named, C. L., min. weight 24,000 lbs..... 3 ..... Leather or leather and cloth combined: In bags, bales, boxes or bun- dles..... 2 ..... In packages named, C. L., min. weight 24,000 lbs..... 3 ..... Paper: Crinkled: In bales, boxes, bundles or crates..... 1 ..... In packages named, C. L., min. weight 12,000 lbs., subject to Rule 6-B..... 2 ..... Moth, in boxes or crates..... 1 ..... Oiled, rosin glazed or waxed, printed or not printed: In bales, boxes, bundles or crates..... 2 ..... In packages named, C. L., min. weight 36,000 lbs..... 5 ..... Other than crinkled, moth, oiled, rosin glazed or waxed: Printed: In bales, boxes, bundles or crates..... 2 ..... In packages, named, C. L., min. weight 36,000 lbs..... 5 ..... Not printed: In bales, boxes, bundles or crates..... 3 ..... In packages named, C. L., min. weight 36,000 lbs..... 5 ..... Rush, in bales or boxes..... 1 ..... School, in bales, boxes or bundles Sleeping, fur-lined, in boxes..... 1 ..... Water, hemp, in bales, boxes or bundles..... 2 .....		
699	Page 8, item 26— Beds, feather, boxed.....	D1		Eliminate from classification. For description and rating see index 602 in this supplement.		

ADDITIONS, CANCELLATIONS AND CHANGES EFFECTED BY THIS SUPPLEMENT—  
Continued

Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
700	Page 8, item 27— Bee comb or bee comb foundation, in boxes. ....		2	Page 8, item 27— Bee comb or bee comb foundation, in boxes (C. L., min. weight 20 960 lbs.). ....	2	3
701	No specific rating.			Page 11, item 35 A— Bread, stale, in sacks. ....	5	
702 cancels in- dex 117	Supp. 20, index 117— Cement, building, in packages. ....	4	9	Page 16, item 49— Cement: Natural or Portland (building): In cloth bags. .... In barrels. .... In cloth or paper bags, or in bar- rels. ....	4 4 9	
703	No specific rating.			Page 16, item 50 A— Cement: Floor compound, N. O. S.: Dry: In bags. .... In barrels. .... In packages named, C. L., min. weight 30,000 lbs. .... Other than dry: In barrels (C. L., min. weight 30,000 lbs.). ....	4 4 9 4 9	
704	No specific rating.			Page 18, item 45-B— Compound: Cement or plaster purifier (liq- uid); or cement or plaster slating liquid compound: In barrels (C. L., min. weight 36,000 lbs.). .... In tank cars, subject to Rule 1-B	4 9 9	
705 cancels in- dex 366	Supp. 20, index 366— Paint or varnish removing com- pound: In glass, packed. .... In casks, packed. .... In tin, packed. .... Bulk, in kegs, barrels or casks. ....	1 2 2 3	3 4 4 4	Page 18, item 45-C— Compound: Paint or varnish removing: In glass or earthenware, packed in barrels or boxes (C. L., min. weight 36,000 lbs.). .... In metal cans completely jack- eted (C. L., min. weight 36,000 lbs.). .... In metal cans in crates (C. L., min. weight 36,000 lbs.). .... In metal cans in barrels or boxes (C. L., min. weight 36,000 lbs.). In bulk in barrels (C. L., min. weight 36,000 lbs.). ....	1 1 2 3 3 3	3 5 5 5 5
706 cancels in- dex 140	Supp. 20, index 140— Cotton, N. O. S.: In bags or sacks. .... In uncompressed bales. .... In compressed bales. ....	1 2 4	3 4 4	Page 19, item 52— Cotton, N. O. S.: In bags or sacks. .... In uncompressed bales. .... In compressed bales (must be compressed to a density of not less than 22½ lbs. per cubic foot). ....	1 2 4	3 3 3
707 cancels in- dex 111	Supp. 20, index 111— Cotton linters and cotton regins: In bags or sacks. .... In uncompressed bales. .... In compressed bales. ....	1 3 4	3 4 4	Page 19, item 57— Cotton linters and cotton regins: In bags or sacks. .... In uncompressed bales. .... In compressed bales (must be compressed to a density of not less than 22½ lbs. per cubic foot). ....	1 3 4	3 3 3
708 cancels in- dex 142	Supp. 20, index 142— Cotton waste, cotton mill sweep- ings and mop cotton, N. O. S.: In bags or sacks. .... In barrels or hogsheds. .... In uncompressed bales. ....	1 3 3	3 4 4	Page 19, item 64— Cotton waste, cotton mill sweep- ings, and mop cotton, N. O. S.: In bags or sacks. .... In barrels or hogsheds. .... In uncompressed bales. ....	1 3 3	3 3 3

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Continued

Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
708 ( <i>Contd.</i> )	Cotton, waste, etc.— <i>Concluded</i> In compressed bales.....	4	.....	Cotton, waste, etc.— <i>Concluded</i> In compressed bales (must be compressed to a density of not less than 22½ lbs. per cubic foot).....	4	.....
	Page 22, item 56—					
709	Engraving boards, wooden, in the white, crated or boxed.....	3	5	Eliminate from classification. For description and ratings see item 56, page 9.		
	Page 22, item 56—					
710	No special rating.			Page 23, item 55-A— Feeders, poultry, sheet metal or sheet metal and wood combined: In barrels, boxes or crates.....	2	.....
	Page 25, item 36—					
711	Fluxall, in barrels or casks.....	4	6	Eliminate from classification.		
	Page 26, item 13—					
712	Fullerine, in barrels.....	1		Eliminate from classification.		
	Furniture and furniture stock or stuff			Furniture and furniture stock or stuff		
	Page 26, items 30-31-41-42-44-45-46-47-48-50-55-56-60-61			Furniture, new, or furniture stock or stuff, at owner's risk of rubbing, chafing or ordinary breakage, when in carloads (Rule 7 not to apply), as follows:		
	Page 27, items 1-9-10-11-13-14-15-16-17-20-22—			Page 26, item 30—		
713	Chairs, N. O. S., S. C., min. weight 10,000 lbs.....	4		Chairs, N. O. S.: (Carloads, min. weight 12,000 lbs.) (subject to Rule 30):		
	Chairs, N. O. S., K. D., min. weight 10,000 lbs.....	4		S. U.....	3	
	Church furniture, K. D., as follows:			K. D.....	3	
	Altars, pew backs, chancel rails, mouldings, pew ends, pulpit seats, etc., min. weight 10,000 lbs.....	4		Page 26, item 41—		
	Cots, min. weight 10,000 lbs.....	4		Church furniture, K. D., as follows:		
	Cradles or cribs, wooden, K. D., flat, min. weight 10,000 lbs.....	4		Altars, pew backs, chancel rails, mouldings, pew ends, pulpit seats, etc., min. weight 12,000 lbs., subject to Rule 30.....	3	
	Cupboards, wooden, min. weight 10,000 lbs.....	4		Page 26, item 42—		
	Desks, N. O. S., min. weight 10,000 lbs.....	4		Cots, min. weight 12,000 lbs., subject to Rule 30.....	3	
	Desks, K. D., min. weight 10,000 lbs.....	4		Page 26, item 44—		
	Furniture, new, all kinds, N. O. S., min. weight 10,000 lbs.....	4		Cradles or cribs, wooden, K. D., flat, min. weight 12,000 lbs., subject to Rule 30.....	3	
	Furniture, frames, N. O. S., min. weight 10,000 lbs.....	4		Page 26, item 45—		
	Lounge frames, N. O. S., min. weight 10,000 lbs.....	4		Cupboards, wooden, min. weight 12,000 lbs., subject to Rule 30.....	3	
	Lounge frames, K. D., flat, min. weight 10,000 lbs.....	4		Page 26, item 46—		
	Mattresses, woven wire, min. weight 10,000 lbs.....	4		Desks:		
	Refrigerators, min. weight 16,000 lbs.....	7		(C. L., min. weight 12,000 lbs., subject to Rule 30):		
	Refrigerator stock or stuff, in the white, K. D.....	7		N. O. S.....		
	Settees, wooden, N. O. S., min. weight 10,000 lbs.....	4		K. D.....		
	Settees, wooden, completely K. D., min. weight 10,000 lbs.....	4		Page 26, item 48—		
	Spring beds, N. O. S., min. weight 10,000 lbs.....	4		Furniture, new, all kinds, N. O. S., min. weight 12,000 lbs., subject to Rule 30.....	3	
	Spring beds, K. D., min. weight 10,000 lbs.....	4		Page 26, item 50—		
	Tables, N. O. S., min. weight 16,000 lbs.....	6		Furniture frames, N. O. S., min. weight 12,000 lbs., subject to Rule 30.....	3	
	Tables, K. D., flat, crated or boxed min. weight 16,000 lbs.....	6		Page 26, item 55—		
	Table leaves, tops, wooden legs, slides and supports, racked crated or boxed, min. weight 16,000 lbs.....	6		Lounge frames, N. O. S., min. weight 12,000 lbs., subject to Rule 30.....	3	
				Page 26, item 56—		
				Lounge frames, K. D. flat, min. weight 12,000 lbs., subject to Rule 30.....	3	
				Page 26, item 60—		
				Mattresses, woven wire, min. weight 12,000 lbs., subject to Rule 30.....	3	

ADDITIONS, CANCELLATIONS AND CHANGES EFFECTED BY THIS SUPPLEMENT—  
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Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
	Table stuff, wooden, N. O. S., in the white, min. weight 16,000 lbs. ....		6	Furniture, etc.— <i>Concluded</i> Page 26, item 61—		
	Table stuff, wooden, N. O. S., in the rough, min. weight 16,000 lbs. ....		6	Refrigerators, N. O. S., min. weight 18,000 lbs., subject to Rule 30. ....		4
	Tripods, min. weight 10,000 lbs. ....		4	Page 27, item 1—		
	Weights, iron, for folding beds. ....		6	Refrigerator stock or stuff, in the white, K. D., min. weight 30,000 lbs. ....		7
				Page 27, item 8—		
				Settees, wooden, N. O. S., min. weight 12,000 lbs., subject to Rule 30. ....		3
				Page 27, item 9—		
				Settees, wooden, completely K. D., min. weight 12,000 lbs., subject to Rule 30. ....		3
				Page 27, item 10—		
				Spring beds: (Carloads min. weight 12,000 lbs.) (subject to Rule 30):		3
				N. O. S. ....		3
				K. D. ....		
				Page 27, item 13—		
				Tables, S. U., min. weight 12,000 lbs., subject to Rule 30. ....		3
				Page 27, item 14—		
				Tables, K. D., min. weight 24,000 lbs., subject to Rule 30. ....		4
				Page 27, item 15—		7
				Table slides, min. weight 36,000 lbs.		
				Page 27, item 16—		
				Table stock or stuff, wooden: (C. L., min. weight 30,000 lbs.):		5
				In the white. ....		6
				In the rough. ....		
				Page 27, item 20—		
				Tripods, min. weight 12,000 lbs., subject to Rule 30. ....		3
				Page 27, item 22—		
				Weights, iron, for folding beds, min. weight 36,000 lbs. ....		6
				Furniture and furniture stock or stuff		
				Page 26, item 48-A—		
				Furniture (new or second-hand):		
				Bank, store, saloon and office furniture, consisting of:		
				Arm rails; back bar mirrors; bottle cases; chairs; counters; counter fittings; desks; foot rails; metal brackets for arm and foot rails; refrigerators; tables and work boards, min. weight 12,000 lbs., subject to Rule 30 (Rule 7 not to apply). ....		3
				NOTE 1.—Door, window and bar screens, partitions, prescription cases, patent medicine cases, show cases (see Note 2), wall cases, wainscoting, office railing and wooden mantels may be shipped with bank, store, saloon or office furniture in mixed C. L., at 3d class, min. weight 12,000 lbs. (subject to Rule 30).		
				NOTE 2.—Show cases must not exceed in lineal feet the length of wall space as indicated by shelving base.		
				Furniture and furniture stock or stuff		
				Page 27, item 49—		
715	Cedar chests, wrapped, crated or boxed. ....	1½		Cedar chests, crated or boxed. ....	1	
714	Supp. 20, index 192— Furniture (new or second-hand): Bar or saloon furniture and fixtures, consisting of arm rails, back bar mirrors, bottle cases, counters, counter fittings, foot rails, metal brackets for arm and foot rails and work boards, C. L., min. weight 12,000 lbs. (Rule 7 not to apply) .....		3			
cancels in-dex 192						

ADDITIONS, CANCELLATIONS AND CHANGES EFFECTED BY THIS SUPPLEMENT—  
Continued

Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
716	Page 32, item 25— Glucose, feed, in bags or barrels.....	5	.....	Page 32, item 25— Glucose feed or gluten feed: In bags or barrels.....	5	.....
717	No specific rating.			Page 32, item 51-A— Grain sprouters: In crates or boxes (C. L., min. weight 18,000 lbs.) (subject to Rule 30).....	1	3
718	Page 33, items 36 to 43 inc.— Hair, N. O. S.: In sacks or cases..... In barrels..... In paper sacks, compressed in bundles..... Compressed in bales..... As enumerated above, min. weight 20,000 lbs..... Hair, in bulk, not taken. Hair, curled, in bales or rope..... Hair, human, in packages..... Page 76, item 46— Yarn, hair, in compressed bales.....	1 2 3 3 5 1 Di 3	..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... .....	Hair Page 33, item 36— Cattle, goat or hog, N. O. S.: In bags..... In bales, not machine compressed In machine compressed bales..... In packages named, straight or mixed C. L., min. weight 20,000 lbs., subject to Rule 30..... Cattle, hog or horse: Curled, in rope form: In machine pressed bales..... In machine pressed bales, C. L., min. weight 20,000 lbs., subject to Rule 30..... Curled, other than in rope form: In bags..... In bales, not machine pressed..... In machine pressed bales..... Horse, N. O. S.: In bags..... In bales, not machine pressed..... In barrels or boxes..... In machine pressed bales..... In packages named, C. L., min. weight 20,000 lbs., subject to Rule 30..... Human: In boxes or bales..... Plastering: In paper bags..... In cloth bags..... In bags, not machine pressed..... In machine pressed bales..... In packages named, C. L., min. weight 24,000 lbs., subject to Rule 30..... Rabbit (not Hatters' fur): In bags..... In bales, not machine pressed..... In machine pressed bales..... Waste (fertilizer hair): In machine pressed bales..... In machine pressed bales, C. L., min. weight 30,000 lbs..... Hair, N. O. S.: In bags..... In barrels or boxes..... In bales, not machine pressed..... In machine pressed bales..... Hangers Page 33, item 55— Door hangers and hanger parts: Barn or warehouse door hanger rails, tracks or brackets (iron or steel): In boxes, bundles or crates (C. L., min. weight 36,000 lbs.)..... Barn or warehouse door hangers, rail holders, stays, or stay rol- lers, iron or steel: In barrels or boxes (C. L., min. weight 36,000 lbs.).....	1 1 3 5 1 Di 1 1 1 3 5 Di 1 2 3 5 1 1 2 3 8 1 1 1 2 1 1 4 5	..... .....

ADDITIONS, CANCELLATIONS AND CHANGES EFFECTED BY THIS SUPPLEMENT—  
Continued

Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
719 ( <i>Ctd.</i> )				<b>Hangers—<i>Concluded</i></b> Door hangers, hanger rails, rail holders, sheaves, strike plates, stops or tracks, other than for barn, car or warehouse doors: Iron or steel: In barrels, boxes or crates (C. L., min. weight 36,000 lbs.).. 3 5 Metal, other than iron or steel: In barrels, boxes or crates (C. L., min. weight 36,000 lbs.).. 2 4 Freight car door hangers, iron or steel: In barrels, boxes or crates (C. L., min. weight 36,000 lbs.)..... 3 5  Iron and steel and articles manufactured of same Page 38, item 24-B— Guards: Radiator guards or shields, crated or boxed..... 2 .....		
720	No specific rating.			Iron and steel and articles manufactured of same Effective April 15, 1913 Page 39, item 24-A— Pipe: Culverts, iron or steel: Plate or sheet, plain, corrugated, riveted or not riveted: S. U., thinner than U. S. Standard Gauge No. 18 (1-20 inch), any diameter, nested or not nested in packages or loose..... D1 ..... S. U., not thinner than U. S. Standard Gauge No. 18 (1-20 inch) not thicker than U. S. Standard Gauge No. 11 (1-8 inch): Inside diameter over 48 inches: Not nested in packages or loose..... 1½ ..... Nested in packages or loose..... 1 ..... Inside diameter over 24 inches but not over 48 inches: Not nested in packages or loose..... 1 ..... Nested in packages or loose..... 2 ..... Inside diameter 24 inches or less: Nested or not nested in packages or loose..... 2 ..... S. U., U. S. Standard Gauge No. 10 (9-64 inch) and thicker: Inside diameter over 48 inches: Not nested in packages or loose..... 1 ..... Nested in packages or loose..... 2 ..... Inside diameter over 24 inches but not over 48 inches: Not nested in packages or loose..... 2 ..... Nested in packages or loose..... 3 ..... Inside diameter 24 inches or less: Nested or not nested in packages or loose..... 3 .....		
721 cancels index 255	Supp. 20, index 255— Pipe, steel culvert.....	4	5			



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Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
721 ( <i>Ctd.</i> )				Iron and Steel, etc.— <i>Concluded</i> Pipe— <i>Concluded</i> Culverts, iron or steel— <i>Concluded</i> S. U., any diameter, nested or not nested in packages or loose, minimum C. L. weight 20,000 lbs., subject to Rule 30.....		5
				K. D., as follows: Four or more half-sections nested around one set-up section, or taken apart lengthwise, and three or more half-sections nested: Nested as specified in packages or loose.....	3	
				Nested as specified in packages or loose, C. L., min. weight 36,000 lbs.....		5
				Cast: In packages or loose, C. L., min. weight 36,000 lbs.....	4	5
				Iron and steel and articles manufactured of same Page 39, item 36-C— Plumbers' supplies: Washstands or lavatories and wash bowls, plain, painted or enameled: Not boxed or crated.....	1	4
722 cancels index 258	Supp. 20, index 258— Plumbers' supplies: Washstands, washbowls and lavatories (cast iron), plain, painted or enameled, boxed or crated... Page 30, items 33-34— Washstands, iron, N. O. S..... Washstands, iron, boxed.....	3 1 3	5 4 4	In boxes or crates.....	3	5
	Page 40, item 48 and page 63, item 69—					
723	Tagger's iron.....	4	5	Eliminate from classification.		
724 cancels index 280	Supp. 20, index 280— Lard and lard substitutes (solid) N. O. S.: In crocks..... In tin cans or tin pails, loose..... In wooden pails or buckets, loose..... In glass jars, boxed..... In waterproofed paper packages, boxed..... In jacketed cans, loose..... In cans, pails or buckets, crated or boxed..... In kegs, tubs, firkins, barrels or tierces..... In galvanized iron tanks or drums..... In tank cars.....	1 2 2 2 2 3 4 4 4 5	5 5 5 5 5 5 5 5 5 5	Page 42, item 22— Lard and lard substitutes (solid), N. O. S.: In crocks..... In tin cans or tin pails, loose..... In wooden pails or buckets, loose..... In glass jars, boxed..... In waterproofed paper packages, boxed..... In jacketed cans, loose..... In cans, pails or buckets, crated or boxed..... In kegs, tubs, firkins, barrels or tierces..... In galvanized iron tanks or drums..... In tank cars, weight per gallon, 7½ lbs., subject to Rule 1-B.....	1 2 2 2 2 3 4 4 4 4	5 5 5 5 5 5 5 5 5 5
725 cancels index 289	Supp. 20, index 289— Lime, hydrated and ground: In paper or other bags.....	4	9	Page 43, item 43-A— Lime: Hydrated and ground: In paper or other bags..... In barrels..... In packages or in bulk.....	4 4	9
726	Page 21, items 43-44-45— Dust arresters, galvanized iron.... Dust collectors..... Dust collectors, for threshing machines.....	3tl 1 1½	..... 6 6	Machinery, machines and mills. Page 45, item 27-C— Dust arresters or collectors, N. O. S. Dust arresters or collectors, iron or steel, U. S. Standard Gauge No. 14 (5-64 inch) or heavier (C. L., min. weight 15,000 lbs.) (subject to Rule 30). (See note.).....	3tl 1	..... 3
				NOTE.—May be shipped in mixed carloads with machinery, machines and mills at same rating provided on machinery, machines and mills taking class 6, C. L.		

ADDITIONS, CANCELLATIONS AND CHANGES EFFECTED BY THIS SUPPLEMENT—  
Continued

Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
726 ( <i>Ctd.</i> )				Machinery, etc.— <i>Concluded</i> min. weight 24,000 lbs.; providing the amount which may be included in the mixed carload shall not exceed 33 $\frac{1}{3}$ % of the weight of the entire carload. Dust collectors, for threshing machines (C. L., min. weight 24,000 lbs.).....	1 $\frac{1}{2}$	6
	Page 46, item 2S—			Page 46, item 2S—		
727	Mills, coffee boxed.....	2	4	Mills, coffee: In crates or boxes.....	2	4
	Metal residues and sweepings Supp. 21, index 684—			Metal residues and sweepings Page 48, item 36-A—		
728 cancels in- dex 684	Aluminum ashes and dross: In barrels or sacks (C. L., min. weight 40,000 lbs.).....	4	9	Aluminum ashes and dross: In barrels or sacks.....	4	.....
	Brass or bronze ashes, skimmings, sweepings or washings: In boxes, barrels, casks or crates (C. L., min. weight 40,000 lbs.).....	4	9	In barrels or sacks or in bulk, C. L., min. weight 40,000 lbs.....	.....	9
	Copper ashes, skimmings or sweepings: In boxes, barrels, casks or crates (C. L., min. weight 40,000 lbs.).....	4	9	Brass or bronze ashes, skimmings, sweepings or washings: In boxes, barrels, casks or crates. In packages or in bulk, C. L., min. weight 40,000 lbs.....	4	.....
	Lead ashes, dross or skimmings: In boxes, barrels, casks or crates (C. L., min. weight 40,000 lbs.).....	4	9	Copper ashes, skimmings or sweepings: In boxes, barrels, casks or crates In packages or in bulk, C. L., min. weight 40,000 lbs.....	4	.....
	Solder dross or refuse: In boxes, barrels, casks or crates (C. L., min. weight 40,000 lbs.).....	4	9	Lead ashes, dross or skimmings: In boxes, barrels, casks or crates. In packages or in bulk, C. L., min. weight 40,000 lbs.....	4	.....
	Tin dross: In boxes, barrels, casks or crates (C. L., min. weight 40,000 lbs.).....	4	9	Solder dross or refuse: In boxes, barrels, casks or crates. In packages or in bulk, C. L., min. weight 40,000 lbs.....	4	.....
	Zinc ashes, dross, flue dust, skimmings and sweepings: In boxes, barrels, casks or kegs (C. L., min. weight 40,000 lbs.).....	4	9	Tin dross: In boxes, barrels, casks or crates. In packages or in bulk, C. L., min. weight 40,000 lbs.....	4	.....
		4	9	Zinc, ashes dross, flue dust, skimmings and sweepings: In boxes, barrels, casks or kegs. In packages or in bulk, C. L., min. weight 40,000 lbs.....	4	.....
				Page 49, item 14—		
729	Molasses, in tank cars to be furnished by shippers; minimum weight 24,000 lbs; empty tanks returned free.....		5	Molasses, glucose syrup and corn syrup: In tank cars, weight per gallon 11.7 lbs., subject to Rule 1-B.....		5
	Supp. 20, index 345—			Page 50, item 39-A—		
730 cancels in- dex 345	Nickeloid, in boxes, barrels or casks.....	4	6	Eliminated from classification.		
	Supp. 21, index 685—			Nursery and florists' stock, other than cut decorative evergreens, prepaid (subject to Rule 29) Page 50, item 43-A—		
731 cancels in- dex Nos. 85, 207, 381, 508 and 685	Plants, rooted in tubs or boxes without covers, tops protected (see note).....	D1	.....	Dormant: Citrus: Cuttings or scions: In barrels or boxes.....	3	.....
	NOTE.—When tops not protected, not taken.			Seedlings: In barrels or boxes.....	3	.....
	Supp. 20, index Nos. 85-207-381 and 508—			Trees: In bundles, tops tied, roots boxed or wrapped.....	1 $\frac{1}{2}$	.....
	Bulbs, garden, in packages, prepaid or charges guaranteed (see Rule 29).....	2	5	In bundles, completely wrapped.....	1	.....
	Grape cuttings or grape vines, in bundles or boxed.....	1	3	In barrels or boxes.....	3	.....

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Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
732 (Ctd.)	Page 57, item 66—			Oils—Continued.		
	Oil:			China wood:		
	Analine, in cans, boxed.....	2	5	In metal cans partially jacketed.....	1	.....
	Castor, in cans, boxed.....	2	5	In metal cans completely jacketed.....	1	.....
	Castor, in wood.....	3	5	In metal cans in crates.....	2	.....
	Cocanut, in wood.....	3	5	In metal cans, in barrels or boxes.....	2	.....
	Cotton seed, in wood.....	3	5	In bulk, in barrels.....	3	.....
	Essential, in cans or glass, boxed.....	1	3	In packages named, C. L., min. weight 30,000 lbs.....		5
	Fish, in wood, N. O. S.....	3	5	In tank cars, subject to Rule 1-B.....		5
	Fusel, in wood.....	3	5	Cocanut or copra:		
	Gloss, in barrels.....	3	5	In metal cans in barrels or boxes.....	2	.....
	Harness, blacking, in cans, boxed.....	2	4	In bulk in barrels.....	3	.....
	In glass, N. O. S., boxed.....	1	3	In packages named, C. L., min. weight 30,000 lbs.....		4
	In iron drums.....	3		In tank cars, weight per gallon 7.6 lbs., subject to Rule 1-B.....		4
	In square cans, N. O. S., completely boxed.....	2	5	Cod liver oil, edible or medicinal:		
	In tin, N. O. S., packed in barrels.....	2		In glass or earthenware, packed in barrels or boxes.....	1	.....
	In tin-lined barrels.....	2		In metal cans in barrels or boxes.....	2	.....
	In wood, N. O. S.....	3	5	In bulk in barrels.....	3	.....
	Lard, in wood.....	3	5	Cooking, liquid compound:		
	Linseed, in cans, jacketed.....	2	5	In glass or earthenware, packed in barrels or boxes.....	1	.....
	Linseed, in wood.....	2	5	In glass or earthenware, packed in barrels or boxes, C. L., min. weight 30,000 lbs.....		3
	Linseed, in tank cars to be furnished by shippers, empty tanks returned free.....		5	In metal cans in barrels, boxes or crates.....	3	.....
	Oleomargarine or tallow, in wood.....	3	5	In metal cans in barrels, boxes or crates, C. L., min. weight 30,000 lbs.....		4
	Palm, in wood.....	3	5	In bulk, in barrels.....	3	.....
	Camphene and burning fluid, in wood.....	3	5	In bulk in barrels, C. L., min. weight 30,000 lbs.....		4
	Pine, in wood.....	4	8	Corn:		
	Red, in wood.....	3	5	In metal cans partially jacketed.....	1	.....
	Rosin, in wood.....	4	8	In metal cans completely jacketed.....	1	.....
	Rosin oil or grease, in wood.....	4	8	In metal cans in crates.....	2	.....
				In metal cans in barrels or boxes.....	2	.....
				In bulk, in barrels.....	3	.....
				In packages named, C. L., min. weight 30,000 lbs.....		5
				In tank cars, weight per gallon 7.7 lbs., subject to Rule 1-B.....		5
				Cotton seed:		
				In glass or earthenware, packed in barrels or boxes.....	1	.....
				In glass or earthenware, packed in barrels or boxes, C. L., min. weight 30,000 lbs.....		3
				In metal cans in crates.....	2	.....
				In metal cans in barrels or boxes.....	3	.....
				In bulk in barrels.....	3	.....
				In bulk, in barrels, or in metal cans in barrels, boxes or crates, C. L., min. weight 30,000 lbs.....		5
				In tank cars, weight per gallon 7.5 lbs., subject to Rule 1-B.....		5
				Essential:		
				In cans or glass, boxed, or in barrels or iron drums.....	1	2
				Fish or sea animal, not edible nor medicinal cod liver oil:		
				In metal cans partially jacketed.....	1	.....
				In metal cans completely jacketed.....	2	.....
				In metal cans in crates.....	2	.....
				In metal cans in boxes or barrels.....	3	.....
				In bulk in barrels.....	3	.....
				In packages named, straight or mixed C. L., min. weight 30,000 lbs.....		4

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Continued

Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
732 (Ctd.)				<p>Oils—Continued.</p> <p>In tank cars, weight per gallon 7.5 lbs., subject to Rule 1-B. .... 4</p> <p>Fusel:</p> <p>In bulk in barrels. .... 3</p> <p>In bulk in barrels, C. L., min. weight 30,000 lbs. .... 5</p> <p>Gas drips, crude:</p> <p>In barrels. .... 3</p> <p>In barrels, C. L., min. weight 30,000 lbs. .... 5</p> <p>In tank cars, subject to Rule 1-B. .... 5</p> <p>Gloss:</p> <p>In wood. .... 3 5</p> <p>Harness, other than petroleum:</p> <p>In glass or earthenware, packed in barrels or boxes. .... 1</p> <p>In metal cans partially jacketed. In metal cans completely jacketed. .... 1</p> <p>In metal cans in crates, boxes or barrels. .... 2</p> <p>In bulk in barrels. .... 3</p> <p>Lard:</p> <p>In metal cans partially jacketed. In metal cans completely jacketed. In metal cans in crates. .... 1</p> <p>In metal cans in barrels or boxes. In bulk in barrels. .... 3</p> <p>In packages named, C. L., min. weight 30,000 lbs. .... 5</p> <p>In tank cars, weight per gallon 7.6 lbs., subject to Rule 1-B. .... 5</p> <p>Linseed:</p> <p>In metal cans partially jacketed. In metal cans completely jacketed. In metal cans in crates. .... 1</p> <p>In metal cans in barrels or boxes. In bulk in barrels. .... 3</p> <p>In packages named, C. L., min. weight 30,000 lbs. .... 5</p> <p>In tank cars, weight per gallon 7.8 lbs., subject to Rule 1-B. .... 5</p> <p>Lubricating, not otherwise indexed by name:</p> <p>In glass or earthenware, packed in barrels or boxes. .... 1</p> <p>In metal cans partially jacketed. In metal cans completely jacketed. In metal cans in crates. .... 1</p> <p>In metal cans in barrels or boxes In bulk in barrels. .... 3</p> <p>In packages named, C. L., min. weight 30,000 lbs. .... 5</p> <p>Neatsfoot:</p> <p>In glass or earthenware, packed in barrels or boxes. .... 1</p> <p>In metal cans in crates. .... 2</p> <p>In metal cans in barrels or boxes. In bulk in barrels. .... 3</p> <p>In packages named, C. L., min. weight 30,000 lbs. .... 5</p> <p>In tank cars, weight per gallon 7.6 lbs., subject to Rule 1-B. .... 5</p> <p>Oleo:</p> <p>In metal cans in crates. .... 2</p> <p>In metal cans in barrels or boxes. In bulk in barrels. .... 3</p> <p>In packages named, C. L., min. weight 30,000 .... 5</p> <p>Olive:</p> <p>In glass or earthenware, packed in barrels or boxes. .... 1</p> <p>In metal cans in barrels or boxes. In bulk in barrels. .... 1</p>		

ADDITIONS, CANCELLATIONS AND CHANGES EFFECTED BY THIS SUPPLEMENT—  
Continued

Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
732 (Ctd.)				Oils—Continued		
				In packages named, C. L., min. weight 30,000 lbs. ....		3
				Palm:		
				In bulk in barrels. ....	3	.....
				In bulk in barrels, C. L., min. weight 30,000 lbs. ....		4
				Peanut:		
				In glass or earthenware, packed in barrels or boxes. ....	1	.....
				In metal cans in barrels or boxes. ....	1	.....
				In bulk in barrels. ....	3	.....
				In packages named, C. L., min. weight 30,000 lbs. ....		4
				Pine or pine tar:		
				In glass or earthenware, packed in barrels or boxes. ....	1	.....
				In metal cans partially jacketed. In metal cans completely jacket- ed. ....	1	.....
				In metal cans in crates. ....	2	.....
				In metal cans in barrels or boxes. ....	2	.....
				In bulk in barrels. ....	3	.....
				In bulk in barrels, in metal cans partially or completely jacket- ed, or in metal cans in barrels, boxes, or crates, straight or mixed, C. L., min. weight 30,000 pounds. ....		5
				Red oil, from animal fats:		
				In metal cans in crates. ....	2	.....
				In metal cans in barrels or boxes. ....	2	.....
				In bulk in barrels. ....	3	.....
				In packages named, C. L., min. weight 30,000 lbs. ....		5
				In tank cars, weight per gallon 7.6 lbs., subject to Rule 1-B. ....		5
				Rosin:		
				In bulk in barrels. ....	3	.....
				In bulk in barrels, C. L., min. weight 30,000 lbs. ....		5
				In tank cars, weight per gallon 8.5 lbs., subject to Rule 1-B. ....		5
				Sod:		
				In bulk in barrels. ....	3	.....
				In bulk in barrels, C. L., min. weight 30,000 lbs. ....		5
				Soya bean:		
				In metal cans partially jacketed. In metal cans completely jacket- ed. ....	1	.....
				In metal cans in crates. ....	1	.....
				In metal cans in barrels or boxes. ....	2	.....
				In bulk in barrels. ....	3	.....
				In packages named, C. L., min. weight 30,000 lbs. ....		5
				In tank cars, weight per gallon 7.8 lbs., subject to Rule 1-B. ....		5
				Tallow:		
				In metal cans in crates. ....	2	.....
				In metal cans in barrels or boxes. ....	2	.....
				In bulk in barrels. ....	3	.....
				In packages named, C. L., min. weight 30,000 lbs. ....		5
				In tank cars, weight per gallon 7.6 lbs., subject to Rule 1-B. ....		5
				Tanners, not otherwise indexed by name:		
				In bulk in barrels. ....	3	.....
				In bulk in barrels, C. L., min. weight 30,000 lbs. ....		5
				Oils, not otherwise indexed by name, other than medicinal oils:		
				In glass or earthenware, packed in barrel or boxes. ....	1	.....
				In metal cans completely jacket- ed. ....	1	.....
				In metal cans partially jacketed. ....	1½	.....

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Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
732 (Cld.)				Oils— <i>Concluded.</i> In metal cans in crates, barrels or boxes.....	2	
				In bulk in barrels.....	3	
733	Page 51, item 15— Camphene and burning fluid, in wood.....	3	5	Eliminate from classification.		
734	No specific rating			Page 53, item 2-A— Paper wrappers (see note): Other than government stamped, printed or lithographed, edges gummed or not gummed; or not printed or lithographed, edges gummed (C. L., min. weight 30,000 pounds).....	2	5
				NOTE.—Paper wrappers consisting each of one piece of flat paper, not printed, lithographed or gummed, will be rated same as wrapping paper from which cut, with same package requirements.		
735	Page 53, item 40— Pearl hardening, in barrels or casks.....	4	6	Eliminate from classification.		
735	Page 53, item 59— Peroxide of silicates (bug killer), in barrels.....	3	5	Eliminate from classification.		
737 cancels in- dex 377	Supp. 20, index 377— Pine spirits: *In cans, glass or jugs, packed in boxes, jackets or kegs, corks secured by metal caps, cement or wire..... In wood..... *NOTE—Not packed in boxes jackets or kegs, not taken.	1 3	3 5	Page 54, item 29-A— Eliminate from classification.		
738	Page 54, item 58— Plaster, stucco.....	4	9	Page 54, item 58— Plaster, stucco: In cloth bags..... In barrels or boxes..... In packages or in bulk.....	4 4 9	
739 cancels in- dex 382	Supp. 20, index 382— Plaster, wall, N. O. S.....	5	9	Page 54, item 59— Plaster, wall, N. O. S.: In cloth bags..... In barrels or boxes..... In packages or in bulk.....	4 4 9	
740	Page 54, items 66 and 67— Plates, stereotype. Plates, stereotype, old, in boxes or barrels, when name of article is plainly marked on outside of packages and stated in shipping receipt and bill of lading.....	2 4	..... .....	Page 54, item 66— Plates, stereotype: New, boxed..... Old (scrap metal), in boxes or barrels.....	3 4	..... .....
741	Page 19, items 36-37-38— Corn, pop, in the ear, in boxes, bags or barrels..... Corn, pop, in the ear..... Corn, pop, shelled, in packages.....	4 4 4	..... 6 6	Page 55, item 10-A— Pop corn: In the ear: In baskets with solid wooden tops..... In bags, boxes or barrels..... In packages or in bulk, C. L., min. weight 40,000 lbs..... Shelled, not popped: In cartons in barrels or boxes.. In bulk in bags, barrels or boxes.. In packages or in bulk, C. L., min. weight 40,000 lbs.....	3 4 6 4 6	..... ..... ..... ..... 6

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Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
742 cancels in- dex 388	Supp. 20, index 388— Popcorn confectionery, boxed, not sugared popcorn or popcorn balls (invoice value not to exceed 7c per pound)..... Page 19, item 39— Corn, popped, plain, sugared or in balls.....	4	.....	Popped corn confectionery or puffed rice confectionery Page 55, item 10-B— In bulk in wooden stave baskets with tight metal or wooden cov- ers..... In balls in wooden stave baskets with tight metal or wooden cov- ers..... In balls in barrels or boxes..... Invoice value exceeding 10 cents per pound or value not stated: In bulk in barrels or boxes..... In pressed forms, other than balls, in barrels or boxes..... In cartons in barrels or boxes... Invoice value not exceeding 10 cents per pound and so receipted for: In bulk in barrels or boxes.... In pressed forms, other than balls, in barrels or boxes..... In cartons in barrels or boxes..	1	..... ..... 1 1 3 3 3 4 4 4
743	Page 57, item 26— Rollers, road, steam, minimum weight 10,000 lbs. each.....	3	6	Page 57, item 26— Rollers, road (self-propelled), min- imum weight 10,000 lbs. each (C. L., min. weight 24,000 lbs.)..	3	6
744	Page 60, items 2-3-4— Show cases and cabinets, boxed... Show case bases and roofs, crated or boxed..... Show case frames, boxed.....	D1 D1 1	3 ..... 3	Page 60, item 2— Show case frames, S. U.: Boxed or crated..... Show cases and show case frames: K. D., in boxes or crates (C. L., min. weight 18,000 lbs.) (subject to Rule 30)..... Show cases, including cigar refrig- erators, wood and glass combined, in boxes, bottoms in crates or cleated..... Show cases, including cigar re- frigerators set up, in boxes bot- toms in crates or cleated; show case frames set up, in boxes or crates, and show case supports, straight or mixed carloads, min. weight 12,000 lbs., subject to Rule 30.....	3t1 ..... 1 1½ .....	..... ..... 3 ..... 1
745	Page 60, items 33-34— Silicate solution: In barrels..... In tank cars to be furnished by shipper, min. weight 24,000 lbs.; empty tanks returned free..	3	..... 5	Eliminate from classification.		
746	Page 62, item 5— Starchose.....	4	6	Eliminate from classification.		
747	Page 63, item 72— Tallow.....	4	5	Page 63, item 72— Tallow: In packages..... In tank cars, weight per gallon 7½ lbs., subject to minimum weight of 98% of the full gal- lonage capacity of the tank, as shown in Circular No. 6-F, W. H. Hosmers I. C. C. No. A-301, supplements thereto and reissues thereof.....	4	5 ..... 5
748	Page 64, item 16— Tannin preserver, in barrels or casks.....	3	5	Eliminate from classification.		



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Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
749	Page 64, item 25— Tar, coal, in tank cars to be furnished by shippers; minimum weight 24,000 lbs.; empty tanks returned free.....		9	Page 64, item 25— Tar, coal: In tank cars, weight per gallon 9½ lbs., subject to Rule 1-B.....		9
750	Page 64, item 27— Tar, gas, in tank cars, to be furnished by shipper; minimum weight 24,000 lbs.; empty tanks to be returned free.....		9	Page 64, item 27— Tar, gas: In tank cars, weight per gallon 9½ lbs., subject to Rule 1-B.....		9
751	Page 64, item 32— Tartarine (acetic acid), in barrels.....	3	5	Eliminate from classification.		
752	Page 64, item 37— Terra alba, in packages.....	4	5	Eliminate from classification.		
753	Page 64, item 63— Terra Japonica.....	3	5	Eliminate from classification.		
754	Page 64, item 66— Thornar salt.....	3	5	Eliminate from classification.		
755	Page 65, item 19— Tin, for government stamp protectors, in boxes or barrels.....	4	5	Eliminate from classification.		
756	Page 66, item 27— Tripoline, in tin, packed in cases.....	1	4	Eliminate from classification.		
757	Page 66, items 31-32-37-38-39— Trucks, basket, warehouse: Not nested..... Nested in bundles..... Trucks, hand: Two-wheeled..... Four-wheeled, S. U., with sides, stakes or hand-rails..... Four - wheeled, without sides, stakes or hand rails.....	3t1 D1 3 1 3	6 6 6 6 6	Trucks Page 66, item 31— Basket, fibre, leather or leather-oid: Not nested..... Nested in bundies..... Hand, two-wheeled..... Hand, with more than two wheels: Set up, with sides, stakes or hand rails..... Without sides, stakes and hand rails, or with sides, stakes and hand rails removed and packed separately.....	3t1 D1 3 1½ 3	3 5 6 6 6
758	Page 67, item 10— Turpentine, in tank cars, to be furnished by shippers, empty tanks returned free.....		6	Page 67, item 10— Turpentine: In tank cars, weight per gallon 7.2 lbs., subject to Rule 1-B.....		6
759 cancels in- dex 523	Vegetables and garden roots Supp. 20, index 523— Potatoes, sweet, in barrels, boxes or sacks.....	4	8	Vegetables and garden roots Page 67, item 62— Potatoes, sweet: In bags, hampers, crates, boxes or barrels.....	4	8
760 cancels in- dex 532	Passenger vehicles Supp. 20, index 532— Motorcycle, with motor attachments, boxed or crated.....	2t1	.....	Passenger vehicles Page 69, item 23— Motorcycles: In boxes or crates (C. L., min. weight 12,000 lbs.) (subject to Rule 30).....	1½	1
761	Page 70, item 28— Dashboard (leather or sheet metal lined with felt); boxed.....	1	.....	Vehicles, parts of, at O. R. B. C., fire and weather, or released Page 70, item 28— Dashboards (leather or sheet metal lined with felt): In crates or boxes.....	1	.....

ADDITIONS, CANCELLATIONS AND CHANGES EFFECTED BY THIS SUPPLEMENT—  
Continued

Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
762 cancels index 558	Supp. 20, index 558— Vinegar, in tank cars, to be furnished by shippers.....		5	Page 72, item 48— Vinegar: In tank cars, weight per gallon 8.6 lbs., subject to Rule 1-B.....		5
763	No specific rating.			Page 73, item 22-A— Watches, clock: Average invoice value of each clock watch in box, not exceeding \$1.00 and so receipted for: In barrels or boxes..... Average invoice value exceeding \$1.00 for each clock watch in box, or value not stated: In barrels or boxes..... Watches, not otherwise indexed by name, not taken.	1 3tl	.....
764 cancels index 592	RULE 9 Supp. 20, index 592— (A) Unless otherwise provided in the classification, when articles on account of length (including locomotives and tenders) require two or more cars to transport them, the minimum charge for the shipment shall be for the first car the minimum weight provided for such articles in car loads; fifty (50) per cent of the minimum weight to be charged for each additional car (actual weight to be charged for when the aggregate actual weight exceeds the specified minimum weights at the carload rate). But when the same shipper furnishes other freight for same consignee at same destination, loaded on same cars, making the actual weight of shipment equal to or over the minimum weights above provided for the several articles shall be charged at their class rate in car loads and at actual weights. When articles on account of length require two or more cars to transport them, and the cars are loaded to their full or safe carrying capacity, the minimum weights as per Rule 1 should govern, actual weight to be charged for when the aggregate actual weight exceeds the specified minimum weight. (B) Articles too large to be loaded through side doors of 36-ft. box or stock cars (unless otherwise specified in classification) shall be charged at actual weight and class rates for each article; provided that in no case shall the charge for the entire shipment be less than 4,000 pounds at first class rate, except on articles in which the only dimension that prevents loading through side doors is the length. In loading such articles the small end doors may be utilized without subjecting the shipment to a minimum charge of 4,000 pounds at first-class rate.			RULE 9 Page VII (A) Unless otherwise provided in the classification, when articles on account of length (including locomotives and tenders) or on account of having a boom, jib or other projecting or overhanging part attached, require two or more cars to transport them, the minimum charge for the shipment shall be for the first car the minimum weight provided for such articles in carloads; 50% of the minimum weight to be charged for each additional car (actual weight to be charged for when the aggregate actual weight exceeds the specified minimum weights) at carload rate. But when the same shipper furnishes other freight for same consignee at same destination, loaded on same cars, making the actual weight of shipment equal to or over the minimum weights above provided for, the several articles shall be charged at their class rate in carloads and at actual weights. When articles on account of length require two or more cars to transport them and the cars are loaded to their full or safe carrying capacity, the minimum weights as per Rule 1 should govern, actual weights to be charged for when the aggregate actual weight exceeds the specified minimum weight. (B) Articles too large to be loaded through side doors of 36-ft. box or stock cars (unless otherwise specified in classification) shall be charged at actual weight and class rates for each article; provided that in no case shall the charge for the entire shipment be less than 4,000 pounds at first-class rate, except on articles in which the only dimension that prevents loading through side door, is the length. In loading such articles the small end doors may be utilized without sub-		

ADDITIONS, CANCELLATIONS AND CHANGES EFFECTED BY THIS SUPPLEMENT—  
Continued

Index No.	Now reads:	L.C.L.	C.L.	Changed to read:	L.C.L.	C.L.
764 ( <i>Ctd.</i> )				RULE 9— <i>Concluded</i> jecting the shipment to a minimum charge of 4,000 pounds at first-class rate.		
765 cancels index 605	<p>RULE 30 Supp. 30, index 605— Minimum weights provided in this classification will apply on all sizes of cars, except that premium and deduction charges will be applied to light and bulky articles designated by notes as "Subject to Rule 30," whether loaded in box cars or on open cars.</p> <p>Upon such light and bulky articles, the standard car will be 36 feet in length, inside measurement, 3% per foot to be added for each foot in excess of 36 feet, and 3% per foot to be deducted for each foot less than 36 feet, with a minimum of 91%, all percentages to be based on inside dimensions. In applying premium and deduction charges fractions of a foot, six inches or less to be disregarded (see table of percentages and minimum weights shown in index No. 608 of this supplement.)</p>			<p>RULE 30 Page VIII— Minimum weights provided in this classification will apply on all sizes of cars, except that premium and deduction charges will be applied to light and bulky articles designated by notes as "Subject to Rule 30," whether loaded in box cars or on open cars.</p> <p>Upon such light and bulky articles, the standard car will be 36 feet in length, inside measurement, 3% per foot to be added for each foot in excess of 36 feet, and 3% per foot to be deducted for each foot less than 36 feet, with a minimum of 91%, all percentages to be based on inside dimensions. In applying premium and deduction charges fractions of a foot, six inches or less to be disregarded (see table of percentages and minimum weights shown in index No. 608, supplement No. 20.)</p> <p>For dimensions and capacities of cars see the official railway equipment register, I. C. C. R. E. R., No. 1 (issued by G. F. Conrad, agent), and reissued thereof.</p>		
Index No.	<p>Illinois classification</p> <p>To replace schedule shown on page 73, supplement No. 20, index 588 (Change being the elimination of provisions for the handling of caretakers with carload shipments of live stock)</p> <p>Page</p>					
766 cancels Index 588	XVI	<p>Stock cattle and feeders shall take 75 per cent of the rates for cattle. In using the above schedule of rates, the following minimum weights shall apply:</p> <p>Cattle: Cars 33 feet 9 inches and under, inside measurement, 20,500 lbs. Cars over 33 feet 9 inches to and including 36½ feet, inside measurement, 22,000 lbs. Cars over 36½ feet, inside measurement, 24,000 lbs.</p> <p>Horses: The same minimums shall apply to horses as are given for cattle.</p> <p>Hogs: Cars 33 feet 9 inches and under, inside measurement, single deck, 16,000 lbs.; double deck 20,500 lbs. Cars over 33 feet 9 inches to and including 36½ feet, inside measurement, single deck, 17,000 lbs.; double deck, 22,000 lbs. Cars over 36½ feet, inside measurement, single deck, 19,000 lbs.; double deck, 24,000 lbs.</p> <p>Sheep: Cars 33 feet 9 inches and under, inside measurement, single deck, 11,000 lbs.; double deck 15,500 lbs. Cars over 33 feet 9 inches to and including 36½ feet, inside measurement, single deck, 12,000 lbs.; double deck, 17,000 lbs. Cars over 36½ feet, inside measurement, single deck, 14,000 lbs.; double deck 19,000 lbs.</p> <p>When the shipper, at the time of applying for a car, designates the length of car required for his use, and the company has in service such cars, the minimum fixed for the length of car so designated shall apply, even though a larger car be actually furnished.</p>				

ADDITIONS, CANCELLATIONS AND CHANGES EFFECTED BY THIS SUPPLEMENT—  
Continued

Index No.	To replace schedule shown on page 71, supplement No. 20, index 586			
	Now reads:			
767 cancels index 586	Limestone dust and ground limestone, in bags, barrels or bulk, car loads, minimum weight 60,000 lbs.			
	Distance in miles	Rate in cents per ton of 2,000 lbs.	Distance in miles	Rate in cents per ton of 2,000 lbs.
	Up to and including..... 50 55 miles and over..... 50 60 ..do..... 55 65 ..do..... 60 70 ..do..... 65 75 ..do..... 70 80 ..do..... 75 85 ..do..... 80 90 ..do..... 85 95 ..do..... 90 100 ..do..... 95 105 ..do..... 100 110 ..do..... 105 115 ..do..... 110 120 ..do..... 115 125 ..do..... 120 130 ..do..... 125 135 ..do..... 130 140 ..do..... 135 145 ..do..... 140 150 ..do..... 145 155 ..do..... 150 160 ..do..... 155 165 ..do..... 160 170 ..do..... 165 175 ..do..... 170	25. 27.5 30. 32.5 35. 37.5 40. 42.5 45. 47.5 50. 52.5 55. 57.5 60. 62.5 65. 67.5 70. 72.5 75. 77.5 80. 82.5 85. 87.5	180 miles and over.....175 185 ..do.....180 190 ..do.....185 195 ..do.....190 200 ..do.....195 210 ..do.....200 220 ..do.....210 230 ..do.....220 240 ..do.....230 250 ..do.....240 260 ..do.....250 270 ..do.....260 280 ..do.....270 290 ..do.....280 300 ..do.....290 320 ..do.....300 340 ..do.....320 360 ..do.....340 380 ..do.....360 400 ..do.....380 420 ..do.....400 440 ..do.....420 460 ..do.....440 480 ..do.....460 500 ..do.....480	90. 92.5 95. 97.5 100. 105. 110. 115. 120. 125. 130. 135. 140. 142. 145. 150. 152. 155. 157. 160. 162. 164. 166. 168. 170.
Index No.	To replace schedule shown on page 71, supplement No. 20, index 586—Continued			
	Change to read			
767 (Ctd.)	Agricultural limestone, ground or pulverized, in bags, barrels, or in bulk, car loads, minimum weight 60,000 lbs. (With exception between points on the Wabash, Chester and Western Railroad.)			
	Distance in miles	Rate in cents per ton of 2,000 lbs.	Distance in miles	Rate in cents per ton of 2,000 lbs.
	Up to and including..... 50 55 miles and over..... 50 60 ..do..... 55 65 ..do..... 60 70 ..do..... 65 75 ..do..... 70 80 ..do..... 75 85 ..do..... 80 90 ..do..... 85 95 ..do..... 90 100 ..do..... 95 105 ..do..... 100	25. 27.5 30. 32.5 35. 37.5 40. 42.5 45. 47.5 50. 52.5	180 miles and over.....175 185 ..do.....180 190 ..do.....185 195 ..do.....190 200 ..do.....195 210 ..do.....200 220 ..do.....210 230 ..do.....220 240 ..do.....230 250 ..do.....240 260 ..do.....250 270 ..do.....260	90. 92.5 95. 97.5 100. 105. 110. 115. 120. 125. 130. 135.

ADDITIONS, CANCELLATIONS AND CHANGES EFFECTED BY THIS SUPPLEMENT—  
*Concluded*

Index No.	To replace schedule shown on page 71, supplement No. 20, index 586 — <i>Concluded</i>				
	Change to read:				
767 (Cld.)	Agricultural limestone, ground or pulverized in bags, barrels, or in bulk, car loads, minimum weight 60,000 lbs. (With exception between points on the Wabash, Chester and Western Railroad)				
Distance in miles		Rate in cents per ton of 2,000 lbs.	Distance in miles		Rate in cents per ton of 2,000 lbs.
110 miles and over.....	105	55.	270 miles and over.....	270	140.
115 ..do.....	110	57.5	290 ..do.....	280	142.
120 ..do.....	115	60.	300 ..do.....	290	145.
125 ..do.....	120	62.5	320 ..do.....	300	150.
130 ..do.....	125	65.	340 ..do.....	320	152.
135 ..do.....	130	67.5	360 ..do.....	340	155.
140 ..do.....	135	70.	380 ..do.....	360	157.
145 ..do.....	140	72.5	400 ..do.....	380	160.
150 ..do.....	145	75.	420 ..do.....	400	162.
155 ..do.....	150	77.5	440 ..do.....	420	164.
160 ..do.....	155	80.	460 ..do.....	440	166.
165 ..do.....	160	82.5	480 ..do.....	460	168.
170 ..do.....	165	85.	500 ..do.....	480	170.
175 ..do.....	170	87.5			
Between points on the Wabash, Chester and Western R. R., the maximum rate on agricultural limestone, ground or pulverized, in bags, barrels, or in bulk, carloads, minimum weight 60,000 lbs., shall not exceed one (1) cent per ton per mile, subject to a minimum charge of 25 cents per ton.					

REISSUED ITEMS FROM SUPPLEMENT NO. 21 TO ILLINOIS COMMISSIONERS' CLASS  
 IIFICATION NO. 10

Index No.	From supplement		Illinois classifica- tion		Articles	L.C.L.	C.L.
	No.	Date effective	Page	Item			
658 cancels in- dex Nos. 3, 4, and 611	21	10-15-12	1	1	Acids NOTE 1.—Small quantities of acids, mixed or otherwise, in returning acid tank cars, will be charged for at 3d class rates. Acetic, glacial or liquid: In carboys (subject to Rule 31)..... In carboys (C. L., min. weight 24,000 lbs.) (subject to Rule 30)..... In glass or earthenware, packed in barrels or boxes (C. L., min. weight 30,000 lbs.)..... In bulk in barrels (C. L., min. weight 30,000 lbs.)..... In tank cars (see Note 1) (subject to Rule 1-B)..... Arsenic, in carboys (C. L., min. weight 24,000 lbs.) (subject to Rules 30 and 31)..... Boric acid: In glass or earthenware, packed in barrels or boxes... In fibre or metal cans or cartons in barrels or boxes... In bags..... In bulk in barrels or boxes..... In fibre or metal cans or cartons, in barrels or boxes, in bags, or in bulk in barrels or boxes (C. L., min. weight 30,000 lbs.).....	1	..... ..... 5 3 5 5 ..... 1 3 3 3 5

## REISSUED ITEMS FROM SUPPLEMENT NO. 21—Continued

In- dex No.	From supplement		Illinois classifica- tion		Articles	L.C.L.	L.C.
	No.	Date effective	Page	Item			
658 (Cld.)	21	10-15-21	1	1	<i>Acids—Continued</i>		
					Carbolic:		
					Crude:		
					In bulk in barrels (C. L. min. weight 36,000 lbs.).....	3	5
					In tank cars (see Note 1) (subject to Rule 1-B).....		5
					Refined:		
					In glass or earthenware, packed in barrels or boxes..	1	.....
					In metal cans in barrels or boxes.....	2	.....
					In bulk in barrels.....	3	.....
					In metal cans in barrels or boxes or in bulk in barrels (C. L., min. weight 30,000 lbs.).....		4
					Carbonic (liquid carbonic acid gas):		
					In steel cylinders (C. L., min. weight 30,000 lbs.).....	3	4
					Formic:		
					In glass or earthenware, packed in barrels or boxes....	1	.....
					In glass or earthenware, packed in rattan or willow hampers (C. L., min. weight 30,000 lbs.) (see Note 2) ..	1	3
					In carboys (C. L., min. weight 24,000 lbs.) (subject to Rules 30 and 31).....	1	5
					In bulk in barrels (C. L., min. weight 30,000 lbs.).....	3	5
					NOTE 2.—Formic acid, in glass or earthenware con- tainers, must be thoroughly packed in excelsior, hay or straw.		
					Hydrofluoric:		
					In India rubber or ceresine bottles, hermetically sealed, packed in barrels or boxes.....	1	.....
					In lead carboys packed in barrels or boxes.....	1	.....
					In bulk in asphaltum lined wooden barrels.....	3	.....
					In lead carboys packed in barrels or boxes, or in bulk in asphaltum lined wooden barrels (C. L., min. weight 36,000 lbs.).....		5
					In asphaltum lined tank cars (see Note 1) (subject to Rule 1-B).....		5
					Hydrofluosilicic:		
					In lead carboys packed in barrels or boxes.....	1	.....
					In bulk in barrels.....	3	.....
					In packages named (C. L., min. weight 36,000 lbs.) ....		5
					In tank cars (see Note 1) (subject to Rule 1-B).....		5
					Lactic:		
					In carboys (C. L., min. weight 24,000 lbs.) (subject to Rules 30 and 31).....	1	5
					In barrels (C. L., min. weight 30,000 lbs.).....	3	5
					In tank cars (see Note 1) (subject to Rule 1-B).....		5
					Muriatic (hydrochloric):		
					In glass or earthenware packed in barrels or boxes....	1	3
					In carboys (subject to Rule 31).....	1	.....
					In carboys (C. L., min. weight 24,000 lbs.) (subject to Rule 30).....		6
					In asphaltum lined wooden tank cars (see Note 1)....		6
					Nitrating (mixed nitric and sulphuric acids):		
					In iron or steel barrels (C. L., min. weight 36,000 lbs.)..	3	6
					In tank cars (see Note 1) (subject to Rule 1-B).....		6
					Nitric:		
					In glass or earthenware packed in barrels or boxes....	1	3
					In carboys (subject to Rule 31).....	1	.....
					In carboys (C. L., min. weight 24,000 lbs.) (subject to Rule 30).....		6
					Oxalic:		
					In glass or earthenware, packed in barrels or boxes....	1	.....
					In fibre or metal cans or cartons in barrels or boxes....	2	.....
					In bulk in barrels or boxes (C. L., min. weight 36,000 lbs.).....		5
					Phosphoric, liquid, other than syrupy:		
					In glass or earthenware packed in rattan or willow ham- pers (C. L., min. weight 30,000 lbs.) (see Note 3).....	1	3
					In carboys (C. L., min. weight 24,000 lbs.) (subject to Rules 30 and 31).....	1	5
					In bulk in barrels (C. L., min. weight 36,000 lbs.).....	3	5
					Phosphoric, solid or syrupy:		
					In glass or earthenware packed in rattan or willow hampers (C. L., min. weight 30,000 lbs.) (see Note 3)....	1	3
					In carboys (subject to Rule 31).....	1	.....

## REISSUED ITEMS FROM SUPPLEMENT NO. 21—Continued

In- dex No.	From supplement		Illinois classifica- tion		Articles	L.C.L.	C.L.
	No.	Date effective	Page	Item			
658 (Cld.)	21	10-15-12	1	1	Acids— <i>Concluded</i>		
					Phosphoric, solid or syrupy— <i>Concluded</i>		
					In glass or earthenware, packed in barrels or boxes...	1	.....
					In bulk in barrels.....	3	.....
					NOTE 3.—Phosphoric acid, in glass or earthenware containers, must be thoroughly packed in excelsior, hay or straw.		
					Pyroligneous:		
					In barrels (C. L., min. weight 30,000 lbs.).....	3	3
					In tank cars (see Note 1) (subject to Rule 1-B).....		5
					Sulphuric, or oil of vitriol:		
					In glass or earthenware packed in barrels or boxes....	1	3
					In carboys (subject to Rule 31).....	1	6
					In iron or steel barrels or drums.....	4	6
					In tank cars (subject to Rule 1-B).....		6
					Tannic (tannin), in barrels or boxes.....	1	.....
					Acids, not otherwise indexed by name:		
					Dry:		
					In glass or earthenware, packed in barrels or boxes..	1	3
					In fibre or metal cans or cartons in barrels or boxes..	2	4
					In bulk in barrels or boxes.....	3	4
					Liquid:		
					In carboys (C. L., min. weight 24,000 lbs.) (subject to Rules 30 and 31).....	1	5
					In glass or earthenware, packed in barrels or boxes..	1	3
					In iron or steel barrels (C. L., min. weight 36,000 lbs.).....	3	5
660	21	10-15-12	7	28A	Barrels—empty		
					Barrels:		
661	21	10-15-12	19	2	Sheet iron or steel:		
					Taken apart, viz: Bodies nested and wired together tie rods packed inside; heads nested and securely fastened together.....	3	5
					Copper:		
662	21	10-15-12	9	62	Ingots, in barrels or casks.....	3	4
					Bars, cakes, pigs or slabs.....	3	4
					Boats, barges, launches and yachts		
					(1) When shipments require flat or gondola cars for transportation, the spars and oars or paddles may be securely attached inside the boat; otherwise they must, with all other loose and detachable articles, be packed in iron-bound boxes and securely attached to boat or floor of car.		
					(2) Boats, barges, launches and yachts, operated by electricity, gasoline or naphtha, will not be accepted for transportation unless the following rules are observed:		
					(a) When operated by electricity the terminal wires i. e., wires connecting battery with motor, must be disconnected.		
					(b) When operated by gasoline or naphtha, the oil tanks must be empty. To insure proper empty- ing, the tank plug or cover must be removed and the oil feed pipe disconnected, except when the feed pipe has a small valve solely for the purpose of emptying tank and feed pipe. After tanks have been emptied, the plug or cover must be replaced and openings through which fluid or vapor might escape, securely closed, before the boat is placed in any railroad depot, car or boat.		
					(3) During the period from November 15, to April 15, water tanks must be emptied in addition to oil tanks.		
					Canoes or row boats, with or without sails or power:		
					Canvas, K. D., and folded, in boxes or crates.....	1	.....
					Steel, sectional, sections placed one within the other:		
					Loose.....	3t1	.....
					In boxes or crates.....	D1	.....
					Wooden, sectional sections folded:		
					Loose.....	3t1	.....
					In boxes or crates.....	D1	.....

[illegible]



REISSUED ITEMS FROM SUPPLEMENT NO. 21—*Continued*

Index No.	From supplement		Illinois classification		Articles	L.C.L.	C.L.
	No.	Date effective	Page	Item			
672 ( <i>Old.</i> )					Feathers and quills N. O. S., chicken and turkey feathers and feather pillows in packages as specified for L. C. L. shipments straight or mixed C. L., min. weight 12,000 lbs. (subject to Rule 30).....		2
					NOTE.—Feathers and quills and feather pillows in machine compressed bags or bales must be compressed to a density of not less than 6 lbs. per cubic foot.		
					Feather beds in bags, barrels or boxes.....	2½tl	
					Feather sweepings in bales, machine compressed.....	1½tl	
673 cane- cells in- dex 569	21	10-15-12	23	64	Fencing, N. O. S.: Fencing, wire and wood combined, in rolls (C. L., min. weight 24,000 lbs.) (subject to Rule 30).....	4	8
					Gates, wire and wood or iron and wood combined, in packages or loose (C. L., min. weight 24,000 lbs.) (subject to Rule 30).....	3	5
674	21	10-15-12	25	24C	Flour and feed Wheat products, consisting of: Flour, in barrels or sacks; bran: feed, N. O. S.; middlings; ship stuff or shorts, in sacks: In mixed L. C. L. shipments, consisting of 2,000 lbs. or over in weight for each shipment, 30 per cent higher than wheat carload, distance tariff rate.		
675	21	10-15-12	25	62	Frames: Screen door or window screen frames, wooden: S. U. in bundles, boxes or crates.....	2	
					C. L., lumber distance tariff rates plus one cent per 100 lbs.		
					K. D., in bundles, boxes or crates.....	4	
					C. L., lumber distance tariff rates plus one cent per 100 lbs.		
676	21	10-15-12	36	9	Ice, prepaid (see Rule 29): Packed in sawdust in boxes or barrels.....	1	
677	21	10-15-12	38	1	Iron and steel articles manufactured of same Fencing: Iron, in panels or K. D., in bundles.....	4	5
					Expanded metal in bundles or crates.....	2	4
					Iron, N. O. S.....	3	5
					Posts, cast or wrought.....	4	5
					Pickets, in bundles or packages.....	4	5
					Railings, set-up or in sections.....	3	5
					Railings, K. D., in bundles.....	4	5
					Wire, in rolls (C. L., min. weight 30,000 lbs.).....	4	8
					Wire in panels, loose (C. L., min. weight 24,000 lbs.) (subject to Rule 30).....	2	5
					Wire, in panels, in crates (C. L., min. weight 24,000 lbs.) (subject to Rule 30).....	3	5
					Gates: Iron or steel.....	3	5
					Iron or steel and wire combined (C. L., min. weight 24,000 lbs. (subject to Rule 30).....	3	5
678	21	10-15-12	38	26A	Heads (iron or steel): Barrel: In packages or nested and securley fastened together.	3	5
679	21	10-15-12	38	37A	Hoops, N. O. S. (iron or steel): Coiled, in bundles.....	4	5
680	21	10-15-12	43	2	Leather pancakes: In bundles, barrels or boxes.....	3	5
					Leather, scrap (see note): In packages.....	3	
					Min. weight 24,000 lbs. (subject to Rule 30).....		8
					NOTE.—These ratings will apply only upon shipments of the scraps or refuse from the manufacture of leather goods, and will exclude strips cut from hide leather and also pieces cut in shapes.		
					Leather skivings and whitenings, in packages (see note): L. C. L.....	3	
					C. L., min. weight 24,000 lbs. (subject to Rule 30).....		8
					NOTE.—These ratings apply only to thin, irregular shaped pieces skived or scraped from the flesh side of the hide or skin, and will not apply to split leather.		

## REISSUED ITEMS FROM SUPPLEMENT NO. 21—Continued

Index No.	From supplement		Illinois classification		Articles	L.C.L.	C.L.
	No.	Date effective	Page	Item			
681 cancels in- dex Nos. 295, 636 and 637	21	10-15-12	44	16	Live stock		
					Ratings given below are based upon values declared by shippers, not exceeding the following under contract.		
					Each steer, ox or bull.....	\$ 90 00	
					Each cow.....	60 00	
					Each hog.....	15 00	
					Each sheep or goat.....	5 00	
					Each calf.....	10 00	
					Each horse or pony (gelding, mare or stallion)..	160 00	
					Each mule, jack, jenny or ass.....	160 00	
					Where the declared value exceeds the above, and addition of ten (10) per cent will be made to the rate per 100 pounds for each one hundred (100) per cent or fraction thereof, of additional declared value per head.		
					Live stock, in earloads (limited liability for each animal under contract at values stated above), see schedule showing mileage distance tariff rates.		
					Live stock, L. C. L. (limited liability under contract, at values stated above), at actual weights, not less than the following estimated weights, viz:		
					Bulls, stallions or jacks, 3,000 lbs. each (be sure and take release); man in charge to accompany same and to be carried free.....	1	.....
					One horse, mule or horned animal, excepting bulls, stallions or jacks, 2,000 lbs.; two animals 3,000 lbs.; each additional animal 1,000 lbs.....	1	.....
					Colts (under one year), 750 lbs. each.....	1	.....
					Calves (under one year), 500 lbs. each, crated.....	1	.....
					Hogs, actual weight, crated.....	1	.....
					Sheep or goats, 200 lbs. each, crated.....	1	.....
					Colts (under one year old), when shipped with mares, 500 lbs. for each colt.....	1	.....
					Calves (under one year old), when shipped with cows, 500 lbs. for each calf.....	1	.....
682	21	10-15-12	45	17A	Machinery, machines and mills		
					Addressing machines:		
					Set up, boxed or crated (C. L., min. weight 16,000 lbs.) (subject to Rule 30).....	1	3
683	21	10-15-12	45	28	K. D., boxed or crated (C. L., min. weight 24,000 lbs.) (subject to Rule 30).....	2	4
686	21	10-15-12	54	65A	Iron ore, rock or stone crushers.....	4	6
687 cancels in- dex 482	21	10-15-12	56	44A	Plates:		
					Number and license plates (iron, steel or tin):		
					Plain, painted, Japanned, bronzed, coppered, enameled, galvanized or tinned (with or without metal seal):		
					In boxes or barrels.....	2	.....
					Min. weight 30,000 lbs.....		4
					Pulpboard:		
					Boxboard, chipboard, newsboard, strawboard, wood-pulpboard or paper stock board, plain or water-proofed, paper-lined, pulp-lined, or not lined, not coated:		
					Corrugated or indented:		
					In boxes, bundles, crates or rolls (C. L., min. weight 24,000 lbs.) (subject to Rule 30).....	3	5
					Not corrugated nor indented:		
688	21	10-15-12	56	85A	In boxes, bundles, crates or rolls (C. L., min. weight 36,000 lbs.).....	3	5
					Refuse:		
					Grinding room refuse (waste from abrasive wheels), in packages (C. L., min. weight 40,000 lbs.).....	4	9
689 cancels in- dex 476	21	10-15-12	62	48	Stoneware:		
					Loose, or in open packages, O. R. B., released, L. C. L., shipments to be taken at carrier's convenience..	1½	7
					In crates, casks or hogsheads:		
					Weighing each 1,000 lbs. or less.....	4	7
					Weighing each over 1,000 lbs.....	3	7

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Index No.	From supplement		Illinois classification		Articles	L.C.L.	C.L.
	No.	Date effective	Page	Item			
690	21	10-15-12	64	5	Tanks: Oil tanks (iron or steel): Cellar or store: Hoods not nested, crated (C. L., min. weight 12,000 lbs.) (subject to Rule 30).....	1½	3
					Without hoods or hoods packed flat inside of tanks, crated (C. L., min. weight 12,000 lbs.) (subject to Rule 30).....	1	3
691	21	10-15-12	14	39B	Wire articles: Lugs, wire, in packages (C. L., min. weight 36,000 lbs.).....	3	5
					Brick ties, wire, in barrels or boxes (C. L., min. weight 36,000 lbs.).....	4	5
					Can keys, wire, in barrels or boxes (C. L., min. weight 36,000 lbs.).....	3	5
					Circles or rings, wire, in barrels or boxes (C. L., min. weight 36,000 lbs.).....	4	5
692	21	10-15-12			<p style="text-align: center;">RULE 14</p> <p>Any package containing articles of more than one class will be charged at the tariff rate for the highest classed article contained therein, unless otherwise specified (see note):</p> <p>"NOTE.—Advertising matter, printed, may be shipped with the goods it advertises at the rating applying on such goods when in the same package or container with the goods, or in the same car with the goods in carload quantities; provided the amount of advertising matter does not exceed two per cent (2%) of the gross weight of the goods and packing."</p>		
693	21	10-15-12	4	IV	<p style="text-align: center;">Common carriers by water</p> <p>In case No. 1123, J. W. Barwell vs. Hill Steamboat Line, the Railroad and Warehouse Commission has made an order, from which we quote the following as applicable to all common carriers by water, fixing their classification:</p> <p>"This Commission had no jurisdiction over rates on boat lines until July 1, 1911, and hence had made no schedule of rates governing that character of transportation; under said Act steamboat lines were placed under the jurisdiction of the Commission as common carriers, and, therefore, subject to regulations the same as railroads doing business in the State of Illinois, and until such a time as the Commission is able to make a complete Classification and tariff for steamboat lines doing an intrastate business shall be classified as a common carrier in the same manner as roads of Class 'A' as shown in Illinois Commissioners' Classification No. 10, and the Commission being fully advised:</p> <p>"It is therefore ordered, adjudged and decreed that the said Hill Steamboat Line, and all other similar steamboat lines doing a freight business within the State of Illinois, be, and they are hereby required, and directed hereafter in making rates and fixing freight charges, not so exceed in amount the schedule of maximum rates as authorized and promulgated by this Commission.</p> <p>"And such steamboat lines shall not charge to exceed the maximum rate as fixed by this commission on shipments handled by said steamboat lines upon any commodity carried by them, or permitted to be carried by them under the laws of the United States, or State of Illinois. And all such rates and charges shall be fixed and determined by said boat line, or lines, according to the classification for the same commodity as are fixed for charges of railroads in the State of Class 'A'</p> <p>"By order of the Commission this 6th day of September, 1912.</p> <p style="text-align: right;">"(Signed) O. F. BERRY, Chairman, B. A. ECKHART, Commissioner, J. A. WILLOUGHBY, Commissioner. WM. KILPATRICK, Secretary"</p>		



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